



Karnataka State Police Housing & Infrastructure Development Corporation Ltd.,

A Government of Karnataka Undertaking
59, Richmond Road, Bangalore – 560 025



TENDERS FOR THE WORK OF

CONSTRUCTION OF 72 PC QUARTERS FOR 3RD BATTALION (48 PC) & 4TH BATTALION (24 PC) KSRP AT KORAMANGALA, BANGALORE IN BANGALORE URBAN DISTRICT UNDER POLICE GRUHA 2025 (PHASE-4) SCHEME PACKAGE No.32 ON LUMP SUM TURNKEY BASIS – CONVENTIONAL METHOD OF CONSTRUCTION (FRAMED STRUCTURE) (G+2 FLOORS)

(Through GOK Karnataka Public Procurement Portal Platform <https://kppp.karnataka.gov.in>)

a)	TENDER REFERENCE	No. KSPHIDCL/2023-24/BD/WORK_INDENT69 (File No.PHC/CNT/PG2025/PKG32/91/2023-24/WI-69)
b)	TRAINING & CLARIFICATIONS ON ONLINE E TENDERING TO INTENDING BIDDERS	KARNATAKA PUBLIC PROCUREMENT PORTALUREMENT PORTAL (Govt. Of Karnataka) 4th Floor, Sri Arvinda Bhavan, Mythic Society Compound, Nrupathunga Road, Bengaluru-560001 New office contact numbers: 080- 22230960, 22234115 Help desk : 91-8046010000 / +91-8022631200 / +91-8068948777 e-mail: support@eprochelpdesk.com Karnataka Public Procurement Portal Helpdesk will be available from 9:00 AM to 6:00 PM on all Government working days
c)	PERIOD OF SALE OF TENDERDOCUMENT	Refer Karnataka Public Procurement Portal
d)	PRE BID MEETING	Refer Karnataka Public Procurement Portal
e)	LAST DATE AND TIME FOR RECEIPT OF TENDERS	Refer Karnataka Public Procurement Portal
f)	TIME AND DATE OF OPENING OF COVER ONE OF TENDERS	Refer Karnataka Public Procurement Portal
g)	TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	Refer Karnataka Public Procurement Portal
h)	PLACE OF OPENING OF COVER ONE OF TENDERS	KSPH & IDCL, # 59, Richmond Road (Gen. K.S.Thimmaiah Road), Bangalore – 25

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Karnataka State Police Housing & Infrastructure Development Corporation Ltd.,
59, Richmond Road, Bangalore – 560 025
No.KSPHIDCL/2023-24/BD/WORK_INDENT69.

INVITATION FOR THE TENDER (IFT)
FOR THE WORK OF

CONSTRUCTION OF 72 PC QUARTERS FOR 3RD BATTALION (48 PC) & 4TH BATTALION (24 PC) KSRP AT KORAMANGALA, BANGALORE IN BANGALORE URBAN DISTRICT UNDER POLICE GRUHA 2025 (PHASE-4) SCHEME PACKAGE No.32 ON LUMP SUM TURNKEY BASIS – CONVENTIONAL METHOD OF CONSTRUCTION (FRAMED STRUCTURE) (G+2 FLOORS)

(Through GOK Karnataka Public Procurement Portal Platform <https://kppp.karnataka.gov.in>)

1.

The **Executive Engineer Contracts, Karnataka State Police Housing & Infrastructure Development Corporation Ltd.,** (herein afterwards referred to as **KSPH & IDCL or Employer**) on behalf of Managing Director, KSPH&IDCL, Bangalore intends to invites tenders from eligible tenderers from Class-I & above contractors for the Construction of Building Works as detailed in the table - 1. The tenderers may submit tenders for the Package given in the Table - 1. Two tender documents system procedure as per Rule 28 of the KTPP Act shall be followed. The tenderers are required to submit **two separate** tender documents **online**, one containing details of their capability to undertake the tender (as detailed in ITT Clause 3), which will be opened first and the second cover containing the price tender which will be opened only if the tenderer is found to be qualified to execute the tendered works. The **tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.**

Table – 1

Sl. No	Name of the Work	Amount put to tender (Rs. in Lakhs) (inclusive of GST)	EMD in Rs.	Tender Processing Fee in Rs.	Period of completion (Including Monsoon)
1	CONSTRUCTION OF 72 PC QUARTERS FOR 3RD BATTALION (48 PC) & 4TH BATTALION (24 PC) KSRP AT KORAMANGALA, BANGALORE IN BANGALORE URBAN DISTRICT UNDER POLICE GRUHA 2025 (PHASE-4) SCHEME PACKAGE No.32 ON LUMP SUM TURNKEY BASIS – CONVENTIONAL METHOD OF CONSTRUCTION (FRAMED STRUCTURE) (G+2 FLOORS) (Please Refer Annexures)	1898.92	19,00,000/-	Refer Karnataka Public Procurement website	11 Months

The Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025 on behalf of the Managing Director, KSPH & IDCL, Bangalore intends to invite Tender from **Class-I & above contractors** (Registered with Karnataka PWD, CPWD, State / Central Govt. Dept.), individual firms, partnership firm, company, public Sector undertakings having suitable technical, financial and managerial capabilities satisfying the minimum eligibility criteria for “CONSTRUCTION OF 72 PC QUARTERS FOR 3RD BATTALION (48 PC) & 4TH BATTALION (24 PC) KSRP AT KORAMANGALA, BANGALORE IN BANGALORE URBAN DISTRICT UNDER POLICE GRUHA 2025 (PHASE-4) SCHEME PACKAGE No.32 ON LUMP SUM TURNKEY BASIS – CONVENTIONAL METHOD OF CONSTRUCTION (FRAMED STRUCTURE) (G+2 FLOORS)”

2. Registration with KSPH&IDCL is required to participate in the tendering process.
3. Period of Contract: (11) months including monsoon.

4. Tender Document may be downloaded from the Government of Karnataka Public Procurement Portal website <https://kppp.karnataka.gov.in> from under login for Contractors. After login to Contractors, please scroll down to the right side bottom to see list of tenders, please click there to find the details of notice inviting tender and download copy of the Tender document. The tender can be downloaded in the Karnataka Public Procurement portal as per the latest updated information (Date & Time) in the Karnataka Public Procurement portal. Only interested Tenderers who wish to participate shall Pay separately towards **transaction fee of Rs. 20,000/- (Rupees Twenty Thousand Only) inclusive of GST** which is non refundable, through DD drawn in favour of C&MD, KSPH & IDCL, Bangalore & the scan copy of the same to be uploaded at the time of submission of bid documents and it will be considered for technical bid evaluation and the original DD should be submitted to the Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025 **On or before the last date of receipt of tender for verification and the non-compliance of the same leads to the rejection of the bid.**
5. Tenders must be electronically submitted (online through Internet) within the date and time published in Karnataka Public Procurement Portal. First stage of the tenders will be opened at the prescribed time and date as mentioned in the Karnataka Public Procurement Portal in the presence of the Tenderers who wish to attend at the **office of the Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025.**
6. Tenders must be accompanied by Earnest Money Deposit (EMD) of Rs. 19.00 Lakhs (Rupees Nineteen Lakhs only), which may be paid fully through Karnataka Public Procurement or out of which Rs.1.00 lakh (Rupees One lakh only) shall be paid online through Karnataka Public Procurement Portal using any of the following Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of Rs.18.00 Lakhs (Rupees Eighteen Lakhs only) in the form of Bank Guarantee (BG) only issued from Nationalized/Scheduled Commercial Banks in the Name of C&MD, KSPH&IDCL, Bengaluru. The scan copy of the Bank Guarantee (BG) to be uploaded at the time of submission of bid documents and the original Bank Guarantee should be submitted to Office of the Executive Engineer (Contracts), KSPH & IDCL, No.59, Gen. K.S.Thimmayya Road, Bangalore – 560 025 **On or before the Last date of receipt of tender and the non-compliance of the same leads to the rejection of the bid.** Format for BG is attached as Form C.
7. **Minimum Qualification of Tenderers**
 - a)
 - i) The annual turnover (in all classes of Civil Engineering construction work only - *contract receipts*) in the name of the tenderer shall not be less than **Rs. 3798.00 Lakhs*** in any two financial years during the last five financial years (**2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**) ***duly certified by Registered Chartered Accountant with UDIN Number.***
 * (Updated to the FY in which the tenders are invited. financial turn over / **work done** of previous years shall be **given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.**)
 - ii) The Applicant should be financially sound and should not have gone for corporate debt restructuring (CDR) during the last five years. The applicant has to give a Certificate as per the format (enclosed as Annexure-A) in this regard.
 - iii) Profit after Tax should be positive for “Last five years.” The applicant should not have declared “Loss” for any financial year in the last five years.
 - b) The tenderer shall have **Liquid Assets** in the form of a Line of Credit from a Nationalized Bank / schedule bank for not less than **Rs. 518.00 Lakhs** for meeting the Finance Requirement of the Project. (*usually the equivalent of the estimated cash flow for three months in the peak construction period*)
 - c) i) The Tenderer shall have satisfactorily completed **a similar RCC framed structure multistoried building project only, as a prime Contractor** of Value shall not be less than **Rs. 950.00 Lakhs*** within the Contract Period, for any Government Agency / PSU / Semi Govt / Local Bodies in India during the last five financial years (**2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**). The tenderer shall also furnish full address & contact number of the Client who has issued the work done certificate. (*The Work done Certificate should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*)

- ii) The Tenderer shall have completed a similar *Residential* housing project works of minimum Built up **Area 5000 sqmt** in a housing project for any government, semi government, Boards and corporations only during the Financial Years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23).
- d) The Tenderer shall have executed following minimum quantities of Works in any one Year during the last five Years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23).

Executed in any one year, the following minimum Quantities of Work:

❖ Earth Work Excavation & Filling	4893 Cum
❖ BBM / Laterite / Solid Block Masonry Work	8700 Sqm
❖ Concrete (Both PCC / RCC)	2261 Cum
❖ Reinforcement of Steel	173 Tonnes
❖ Flooring (Granite / Shahabad / Cuddapah / Marble / Vitrified / Tandur / Ceramic) etc	4374 Sqm
❖ Doors / Windows	1130 Sqm
❖ Plastering	28500 Sqm

- e) Availability of owning 50% and 50% on lease / hire basis for each item with proof of ownership for the following key and critical equipment for this work. The relevant documents (i.e., Purchase Tax Invoice / Cash Payment Bill / Ownership Document & commitment agreement, etc. for lease or hire basis) for availability for this Work are to be furnished.

Sl. No.	Equipment	No. / Capacity
i.	Concrete Mixers	3 Nos. of 10 / 7 Cum Capacity
ii.	Roller / Compactor	3 Nos. Vibratory Roller 8 / 10 Tons Capacity
iii.	Tipper and Trucks with adequate capacity to suit site conditions and Construction schedule.	5 Nos.
iv.	Excavator / Loader Back Hoe / Hitachi	2 Nos. of 0.90 Cum Capacity.

Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available Tender Capacity = (A*N*1.5 – B)

Where

A = Maximum Value of Civil Engineering works executed in any one year during the last five years (updated to 2023-24 price Level) taking into account the completed as well as Works in progress.

N = Number of years prescribed for completion of the works for which tenders are Invited i.e. **11 Months (0.92 Yrs)**.

B = Value, at 2023-24 price Level, of existing commitments and on -going works to be completed during the next **11 Months**.

1. Scope of Work:

The Scope of work shall include **“Construction of 72 PC Quarters (Where in each PC Quarter (Unit) minimum builtup area of 70.00 Sqmt and Carpet Area of 61.50 Sqmt] excluding Common Area, Staircase and Corridor) FOR 3RD BATTALION (48 PC) & 4TH BATTALION (24 PC) KSRP AT KORAMANGALA, BANGALORE IN BANGALORE URBAN DIST based on Turnkey, Lumpsum, Fixed Price (No Variations) Conventional method of construction (Framed Structure).”**

The Brief Scope of work is noted below:

- a. The Work shall include Construction of **72 PC Nos** of 2 BHK units in (G+2) building pattern consisting of 4 units in each floor. The Carpet Area of each unit shall not be less than 61.50 Sqmt, Built up area shall not be less than 70.00 Sqmt. The floor area of each floor shall not be less than 320.60 Sqmt. The construction shall be by adopting conventional framed structure method of construction only, as per the enclosed drawings. The scope shall also include providing & commissioning of water supply & sanitary works such as sump tank with pumps, STP dual piping for drinking & flushing separately, electrical works both internal & external as per the enclosed drawings along with providing bore wells with pumps. The scope shall also include the construction of all developmental works like compound wall, roads, drains & yard lighting as per lay out plan enclosed.
- b. External water supply consists of bore wells, sump tanks, including all allied works and associated piping works (as the case may be) & as detailed in Annexure-1 & as per the drawing & specification (section 8 Volume-II).
- c. Providing solar heaters (PC as the case may be) along with associated piping works (as detailed in Annexure-1) & as per the drawing & specification (section 8 Volume-II).
- d. External sanitary works includes manholes with underground drainage (UGD) Works, sewage treatment plant and connecting to Corporation / Municipal sewerage line, along with associated piping works (as the case may be) & as detailed in Annexure-1 & as per the drawing & specification (section 8 Volume-II).
- e. External electrical works including Mono-block pumps, submersible pump sets, Transformers of suitable capacity, electrical HT & LT underground cables, L.T power distribution with metering panel boards, RMU, VCB, ACB all other allied works, DG Set with acoustic, booster pumps etc. along with associated piping works as detailed in Annexure-II & as per the drawing & specification (section 8 Volume-II). The external electrical works includes laying of cables / over head lines from the tapping point adjacent to the project boundary. Anything beyond the project boundary will be paid extra as per actuals.
- f. The Green building works include rain water harvesting systems with percolation pits, Plantation of Trees and associated piping works (as the case may be) as detailed in Annexure-I & as per the drawing & specification (section 8 Volume-II).
- g. Development works include construction of all weather roads, drains and cross drainage Works (as the case may be) as detailed in Annexure-I & Abstract with components and as per the drawing & specification (section 8 Volume-II).
- h. All the external works have to be connected, tested & commissioned for effective & successful functioning of the system as detailed in Annexure-I & Annexure-II & as per the drawing & specification (section 8 Volume-II).
- i. **The work shall be executed as per the Schedule B - Detailed specifications of Items & drawings” uploaded in Karnataka Public Procurement Portal are to be executed invariably.**

The Quoted rate shall be inclusive of 3 years of maintenance of Infrastructural Facilities developed including *all electrical installations, and STP etc.*, The Defect Liability Period will be 3 Years (36 months) from the date of completion of work.

- j. The bidder shall obtain no objection certificate / approvals from Police, Local bodies, BESCOM, BWSSB, KSF & ES Dept., Pollution Control Board, Airport authority of India (AAI) and as per local body bylaws & any other related departments. The *statutory deposits towards* the same will be reimbursed to the agency on production of paid receipts issued from the competent authorities.
- k. The agency should make necessary arrangements for getting approval from the competent authorities (BWS&SB / KUWS&DB / Municipal authorities / Local bodies / ESCOM) and providing Permanent Water supply and sewerage connections & permanent power supply from ESCOMS to the proposed building / buildings. The expenditure so incurred for the same will be reimbursed to the agency on production of paid receipts issued from the competent authorities. Before handing over the building to the user Dept., the exact location of the water supply and sanitary lines have to be clearly marked on final built-up drawings & layout plan duly counter signed by KSPH & IDCL or unit Officer of user Dept. The agency should make arrangements for shifting of utilities like water supply lines / sanitary lines / electrical lines.
- l. For shifting of electrical lines (i) HT/LT line has to be carried out by the agency in concurrence with the concerned ESCOM. The expenditure incurred for shifting of HT line will be reimbursed as per the estimate sanctioned by competent authority ESCOM. The necessity of shifting of HT/LT lines should be justified and to the extent possible proposed building may be adjusted for construction without disturbing existing HT/LT lines. (ii) However the LT line has to be shifted at the cost of the agency.

For all the works please refer relevant drawings & while execution the designs & drawings should be got approved from the competent authority of KSPH & IDCL.

All the design criteria shall be as per relevant BIS, MORT&H, NBC, IRC, IE Rules and other Relevant Standards and prevailing bye laws and the same shall be got approved from the employer.

The work includes all safety aspects and any other works required for the construction and completion of the works in all respects as per NBCC norms & local bylaws and to the satisfaction of the employer.

NOTE: i) If there is any addition / reduction / change of location in the scope of work, the amount to be paid / to be deducted will be decided based on prorata basis.

ii) The work to be executed as per technical bid, technical specifications, Schedule – B, drawings & as per directions of engineer incharge of work.

iii) For detailed scope of work refer SECTION-6 & Schedule-B, Annexure-I (Civil), Annexure-II (Electrical), drawings, Abstract & Abstract with components.

2. Pre Tender/ Bid Meeting

The Tenderer or his authorized representative is invited to attend a pre tender/ bid meeting, which will take place on the date & Time which is mentioned in the Karnataka Public Procurement portal at the office of the **Chairman & Managing Director, KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025**. The tenderers are requested to submit any questions in writing or e-mail to reach the employer not later than the date mentioned in the Karnataka Public Procurement portal.

3. Calendar of Events & Other details of the tender document: *Please refer Karnataka Public Procurement portal*

4. Joint Venture / Consortium are not permissible.

5. The conditional tender will be rejected.

6. For those tenderers whose technical bids do not satisfy the eligibility criteria as mentioned above, their financial bids will not be opened.

7. The successful tenderer shall enter into the agreement with the KSPH & IDCL within **20 days of receipt of intimation / letter of award. The tender document will form the Part and Parcel of the agreement.**

8. KSPH & IDCL reserves the right to reject any or all of the tenders without assigning any reasons and thereby incurring any liability or obligation to inform the tenderers of the reasons for such action.
9. Interested eligible tenderers may obtain further information from the **Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025**, on any working day during working hours.
10. The tender will remain valid for a period of **90 Days** after the deadline date for tender submission.
11. The work shall be commenced with all men and machinery **within 7 days** from the date of handing over of site, failing which it would be presumed that the successful tenderer is not interested in the work and action will be taken to get the work executed through alternate agency at the risk and cost of the former tenderer.
12. All the participants shall produce all the original documents for verification whenever necessary.

Executive Engineer (Contracts)
KSPH & IDCL, Bangalore

Note: For General Information to Bidders Refer Annexure – A & Bid Document
Copy submitted for kind information to:

1. The Managing Director, KSPH & IDCL, Bangalore
2. The Chief Engineer, KSPH & IDCL, Bangalore.
3. The Financial Advisor, KSPH & IDCL, Bangalore.
4. The Superintending Engineer - (HQ/S/N), KSPH & IDCL, Bangalore.
5. The District tender bulletin officer.

Executive Engineer (Contracts)
KSPH & IDCL, Bangalore

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)**Table of Contents**

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General

1. Scope of Tender

- 1.1 The **Executive Engineer Contracts, KSPH & IDCL (Representing MD, KSPH & IDCL)** (Referred to as employer in these documents) invites tenders following two cover tender procedure, from eligible tenderers, for the construction of building works & external infrastructure works (as defined in these documents and referred to as "the works") detailed in the invitation for tenders (IFT). The tenderers shall submit tender for the work detailed in IFT.

2. Eligible Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

3. Pre-Qualification of the Tenderer

- 3.1 All tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Form of tender and qualification information.
- 3.2 To qualify for award of this contract, each tenderer in its name should have in the last five years i.e. **2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**

a)

- i) The annual turnover (in all classes of Civil Engineering construction work only - *contract receipts*) in the name of the tenderer shall not be less than **Rs. 3798.00 Lakhs*** in any two financial years during the last five financial years (**2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**) **duly certified by Registered Chartered Accountant with UDIN Number.**

* (Updated to the FY in which the tenders are invited. **financial turn over / work done** of previous years shall be **given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.**)

- ii) The Applicant should be financially sound and should not have gone for corporate debt restructuring (CDR) during the last five years. The applicant has to give a Certificate as per the format (enclosed as Annexure-A) in this regard.

- iii) Profit after Tax should be positive for "Last five years." The applicant should not have declared "Loss" for any financial year in the last five years.

- b) The tenderer shall have **Liquid Assets** in the form of a Line of Credit from a Nationalized Bank / schedule bank for not less than **Rs. 518.00 Lakhs** for meeting the Finance Requirement of the Project. (*usually the equivalent of the estimated cash flow for three months in the peak construction period*)

- c) i) The Tenderer shall have satisfactorily completed **a similar RCC framed structure multistoried building project only, as a prime Contractor** of Value shall not be less than **Rs. 950.00 Lakhs*** within the Contract Period, for any Government Agency / PSU / Semi Govt / Local Bodies in India during the last five financial years (**2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**). The tenderer shall also furnish full address & contact number of the Client who has issued the work done certificate. (*The Work done Certificate should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*)

- ii) The Tenderer shall have completed a similar **Residential housing project** works of minimum Built up **Area 5000 sqmt** in a housing project for any government, semi government, Boards and corporations only during the Financial Years (**2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**).

- d) The Tenderer shall have executed following minimum quantities of Works in any one Year during the last five Years (**2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**).

Executed in any one year, the following minimum Quantities of Work:

❖ Earth Work Excavation & Filling	4893 Cum
❖ BBM / Laterite / Solid Block Masonry Work	8700 Sqm
❖ Concrete (Both PCC / RCC)	2261 Cum
❖ Reinforcement of Steel	173 Tonnes
❖ Flooring (Granite / Shahabad / Cuddapah / Marble / Vitrified / Tandar / Ceramic) etc	4374 Sqm
❖ Doors / Windows	1130 Sqm
❖ Plastering	28500 Sqm

3.3 Each tenderer should further demonstrate

Availability of owning 50% and 50% on lease / hire basis for each item with proof of ownership for the following key and critical equipment for this work. The relevant documents (i.e., Purchase Tax Invoice / Cash Payment Bill / Ownership Document & commitment agreement, etc. for lease or hire basis) for availability for this Work are to be furnished.

Sl. No.	Equipment	No. / Capacity
	Concrete Mixers	3 Nos. of 10 / 7 Cum Capacity
ii.	Roller / Compactor	3 Nos. Vibratory Roller 8 / 10 Tons Capacity
iii.	Tipper and Trucks with adequate capacity to suit site conditions and Construction schedule.	5 Nos.
iv.	Excavator / Loader Back Hoe / Hitachi	2 Nos. of 0.90 Cum Capacity.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the Individual contracts.

3.5 Sub contractor's experience and resources shall not be taken into account in determining the tenderers compliance with the qualifying criteria.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under.

Assessed available Tender Capacity = (A*N*1.5 – B)

Where

A = Maximum Value of Civil Engineering works executed in any one year during the last five years (updated to 2023-24 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited i.e. **11 Months.** (0.92 Yrs)

B = Value, at 2023-24 price Level, of existing commitments and on- going works to be completed during the next **11 Months.**

Note:- 1) *The statements showing the value of existing commitments and on -going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the employer in charge, not below the rank of an Executive Engineer or equivalent. (An affidavit attested by the Notary should be submitted)*

2) *In the case of the death of a contractor after executing the agreement / commencement of the work, his Legal Heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.*

3.7 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- Record of poor performance such as abandoning the works, not properly completing the contract, Inordinate delay s in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous tender of housing project of KSPH & IDCL and had quoted unreasonably high tender prices and could not furnish rational justification.
- Has engaged in corrupt or fraudulent practices or bring pressure from any political or public servants.

3.8 **Litigation History:** The applicant shall provide accurate information on the related application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the applicant may result in failure of the application.

4. One Tender per Tenderer

4.1 Each tenderer shall submit only one tender for each package. A tenderer who submits or participates in more than one tender for each package will cause all the proposals with the tenderer's participation disqualified.

5. Cost of Tendering

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the employer will in no case be responsible and liable for those costs.

6. Site Visit

- 6.1 The tenderer at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all Information that may be necessary before preparing the tender (financial bid) and also before entering into a contract for construction of the works. The cost of visiting the site shall be at the tenderer's own expense.

B. Tender Documents

7. Content of Tender Documents

- 7.1 The set of tender documents shall have all the sections given in Page 2.
7.2 Both the sets should be completed and uploaded in the Website <https://kppp.karnataka.gov.in>.

8. Clarification of Tender Documents

- 8.1 A prospective tenderer requiring any clarification of the tender documents during pre-bid meeting whenever called for or may notify the employer in writing or e-mail at the employer's address as indicated in the Invitation for tenders (IFT). The employer will respond to any request for clarification, which he receives earlier than 7 days prior to the deadline for submission of tenders. copies of the employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without Identifying its source.

8.2 Pre Tender Meeting

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre tender meeting, which will take place at the office of the **MD, KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025. For further details regarding calendar of events please refer latest updated details in Karnataka Public Procurement Portal / www.ksphc.org, web portal.**
- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3 The tenderer is requested to submit any questions in writing or e-mail to reach the employer not later than date mentioned in the calendar events.
- 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub Clause 7.1 that may become necessary as a result of the pre tender meeting shall be made by the employer exclusively through the issue of an addendum pursuant to Clause 9 and not through the minutes of the pre tender meeting.
- 8.2.5 Non attendance at the pre tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender Documents

- 9.1 Before the deadline for submission of tenders, the employer may modify the tender documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or e-mail to all the purchasers of the tender documents.
- 9.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The tender submitted by the tenderer shall be in two stages and shall contain the documents as follows.

10.1.1 First Stage – Technical Bid

- (a) Earnest Money Deposit.
- (b) Cash flow chart on month – to – month basis for the entire period of execution of the work as per the details mentioned in the Clause No. 52 of special conditions of contract.
- (c) Qualification information as per formats given in Section 3.
- (d) Letter of credit (Banker's certificate) / liquid asset details.

10.1.2 Second Stage – Financial Bid

- (a) The tender (in the format indicated in Section 4).
- (b) Priced financial bid (Section 10);
and any other materials required to be completed and submitted by tenderers in accordance with these Instructions. The documents listed under Sections 3, 4, 6 & 10 shall be filled in & uploaded in the Karnataka Public Procurement portal without exception.

11. Tender Prices

11.1 The Contract shall be **turn Key lump sum** no variation contract for the whole works as described in Sub Clause 1.1.

11.2 The tenderer shall fill in the lump sum price for the whole work.

11.3 The price quoted by the tenderer shall be for the whole works as noted in the **scope of work, line drawings enclosed & detailed** specifications and elsewhere in this document and shall hold good till the completion of Work. The rate quoted by the tenderer shall be **inclusive of all Taxes, GST [Duties and Levies, Municipal taxes, Local taxes, octroi, ESI, PF contribution, worker's welfare, all royalties, patent rights, other incidental charges, labour cess, construction workers welfare cess (CWWC), any other statutory charges / levies etc]. as applicable**. The rate shall also include the cost of all labours, materials, plant, machinery, equipments, carriage, **statutory clearances**, providing barricade, putting up danger light, watch & ward, dewatering, strutting etc., complete and maintaining and other inputs involved in the execution and successful completion of the work].

Any increase in GST shall not be paid in the extended period of contract for which the contractor alone is responsible for delay as determined by the authority while granting the extension of time.

11.4 The contractor will have to make his own arrangements for water, electricity, place for storage of construction materials, casting yards, labour camps, etc. required for construction and shall use his own plant and machinery, which may be required for the speedy execution of the work.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less than **Ninety (90) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the employer as non responsive.

In exceptional circumstances, prior to expiry of the original time limit, the employer may request that the tenderers may extend the period of validity for a specified Additional period. The request and the tenderer's responses shall be made in writing or e-Mail. A tenderer may refuse the request without forfeiting his Earnest Money Deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit & Transaction Fees:

13.1 **Tenders must be accompanied by Earnest Money Deposit (EMD) of Rs. 19.00 Lakhs (Rupees Nineteen Lakhs only), which may be paid fully through Karnataka Public Procurement Portal or out of which Rs.1.00 lakh (Rupees One lakh only) shall be paid online through Karnataka Public Procurement Portal using any of the following Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of Rs. 18.00 Lakhs (Rupees Eighteen Lakhs only) in the form of Bank Guarantee (BG) only issued from Nationalized/Scheduled Commercial Banks in the Name of C&MD, KSPH&IDCL, Bengaluru. The scan copy of the Bank Guarantee (BG) to be uploaded at the time of submission of bid documents and the original Bank Guarantee should be submitted to Office of the Executive Engineer (Contracts), KSPH & IDCL, No.59, Gen. K.S.Thimmayya Road, Bangalore – 560 025 On or before the Last date of receipt of tender and the non-compliance of the same leads to the rejection of the bid. Format for BG is attached as Form C.**

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

Transaction Fees:

Each Bidder has to make payment of **Rs. 20,000/- (Rupees Twenty Thousand Only) inclusive of GST as transaction Fee (Non refundable)** in the form of DD payable to Chairman & Managing Director, KSPH & IDCL, Bangalore and the bidder has to upload the scanned copy of the DD in the Karnataka Public Procurement web portal towards transaction Fee. **The original DD should be submitted to Office of the Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore– 560 025 On or before the Last date of receipt of tender for verification and the non-compliance of the same leads to the rejection of the bid. Failing to submit the original DD to said office his tender will be disqualified & no correspondence in this regard will be entertained.**

NEFT Payment Procedure

If a tenderer chooses to make payment of EMD / tender processing fee using reserve bank of India's (RBI) national electronic fund transfer (NEFT) system, the tenderer will need to log into Karnataka Public Procurement Portal system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The tenderer shall submit the printed challan to its bank branch (NEFT enabled) and request for an account – to – account transfer, wherein the money will get transferred from the tenderer's bank account to GOK's bank account. The tenderer shall ensure that NEFT transfer Instructions are executed and the funds are wired to the Government of Karnataka's principal account before the Last date for bid submission and preferably 24 hours before the last date for bid submission. If the tenderer's bank transfers / wires the money after the last date for bid submission, the tenderer's bid will be liable for rejection. Upon executing the Transfer, the tenderer's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be input by the tenderer in the payment section of its bid as payment confirmation before the bid is submitted i.e. as a pre requisite for bid submission. The account number from which the funds were transferred shall be input in the Karnataka Public Procurement Portal system as part of its bid also.

OTC Payment Procedure

If a tenderer chooses to make payment of EMD / tender processing fee over the counter (OTC) in any of the designated bank branches listed in the Karnataka Public Procurement website (<https://kppp.karnataka.gov.in>), the tenderer will need to log into Karnataka Public Procurement Portal System, access the tender for which bid is being created and then select the OTC option under the payment section and print the challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted along with the challan. The tenderer can choose to make the payment either in the form of cash or in the form of demand draft. Cheque payments will not be accepted. The tenderer is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16 digit reference number acknowledging the receipt of payment. This 16 digit reference number has to be input by the tenderer in the payment section of its bid as payment confirmation before the bid is submitted i.e. as a pre requisite for bid submission.

- 13.2 The tenderer's bid will be evaluated only on confirmation of receipt of the payment of EMD as indicated in sub Clauses in the Government of Karnataka's central pooling account held at designated bank.
- 13.3 Any tender not accompanied by an acceptable EMD and not secured as indicated in sub Clauses above shall be rejected by the employer as non responsive.
- 13.4 The earnest money deposit of the unsuccessful tenderers will be returned within 30 days of the end of the tender validity period as specified in sub Clause 13.1.
- 13.5 The earnest money deposit of the successful tenderer will be discharged only after entering into the agreement.
- 13.6 **The Earnest Money Deposit may be forfeited:**
 - (a) If the tenderer withdraws the tender after tender opening during the period of tender validity;
 - (b) If the tenderer does not accept the correction of the tender price, pursuant to Clause 24; or
 - (c) In the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) Sign the agreement; or
 - (ii) Furnish the required security deposit.

14. Format and Signing of Tender

- 14.1 The electronic tendering system for the construction of work comprises of two stages (i) technical bid and (ii) financial bid. The tenderers are required to submit the tender documents in two stages electronically.
- 14.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the employer that are duly incorporated.
- 14.3 Signing of tender is deemed as signed in Karnataka Public Procurement Portal system.

D. Submission of Tenders

15. Sealing and Marking of Tenders

- 15.1 The tenderer shall access tender documents, fill them and submit the completed tender document as stated in Clause 10 through website of Karnataka Public Procurement Portal itself (<https://kppp.karnataka.gov.in>). The scanned copy of all the documents as stated in Clause 10 shall be attached to the e – tender document, failing which the bid will not be considered. It is the responsibility of the tenderer to submit all the documents pertaining to eligibility criteria / qualification Information with due diligence, *before the deadline date for submission of bids*.
- 15.2 No physical documents shall be considered. However, all the participating tenderers shall produce all the originals of uploaded documents for verification whenever asked by the employer.

16. Deadline for Submission of the Tenders (Please refer latest updated details in Karnataka Public Procurement , www.ksphc.org, web portal.)

- 16.1 Tenders must be received by the employer at the website address specified above no later than date mentioned in the calendar of events.
- 16.2 The employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any tenderer trying to submit the tender after deadline will not be accepted in the e – procurement.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of first or second covers separately for each cover before the deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their tenders by canceling his bid on the website only before the deadline prescribed in Clause 16.

18.4 No tender may be modified and withdrawn after the deadline for submission of tenders.

18.5 Withdrawal or modification of a tender between the deadline for submission of tenders and the expiration of the original period of tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender Modifications in accordance with this Clause, or include in the original tender submission.

E. Tender Opening and Evaluation

19. Opening of First Cover of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The employer will open the first covers of all the tenders received (except those received late), including modifications made pursuant to Clause 18 in the presence of the tenderers or their representatives who choose to attend at the **time, date and the place as notified in Karnataka Public Procurement Portal** at office of the **Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025**. In the event of the specified date of tender opening being declared a holiday for the employer, the tenders will be opened at the appointed time and location on the next working day.

19.2 The tenderers' names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification Information and such other information as the employer may consider appropriate will be announced by the employer at the opening. late and withdrawn tenders will be returned unopened to the tenderers.

19.3 The employer shall prepare minutes of the tender opening, including the information disclosed to those present in accordance with sub Clause 19.2.

19.4 The employer will evaluate and determine whether each Tender

(a) Meet the eligibility criteria defined in ITT Clause 2

(b) Is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13.1 and

(c) Meet the minimum qualification criteria stipulated in ITT Clause 3. The employer will draw out list of qualified tenderers.

20. Opening of Second Cover of Qualified Tenderers and Evaluation

20.1 The employer will inform all the qualified tenderers the time, date and venue fixed for the opening of the second cover containing the priced financial bid. The employer will open the second covers of qualified tenderers at the appointed time and date in the presence of the tenderers or their representatives who choose to attend. In the event of the specified date of second cover opening being declared a holiday for the employer, the second covers will be opened at the appointed time and location on the next working day.

20.2 The tenderers' names, the tender prices, the total amount of each tender, any discounts, and such other details as the employer may consider appropriate, will be announced by the employer at the opening. No tender shall be rejected at tender opening.

20.3 The employer shall prepare minutes of the second cover tender opening, including the Information disclosed to those present in accordance with sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the employer's processing of tenders or award decisions may result in the rejection of his tender.

22. Clarification of Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or e-mail, but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the tenders in accordance with Clause 24.
- 22.2 Subject to Sub Clause 22.1, no tenderer shall contact the employer on any matter relating to its tender from the time of the tender opening to the time the contract is awarded. If the tenderer wishes to bring additional Information to the notice of the employer, it should do so in writing.
- 22.3 Any effort by the tenderer to influence the employer in the employer's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

23. Examination of Tenders and Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial Way, inconsistent with the tender documents, the employer's rights or the tenderer's obligations under the contract; or (c) whose rectification would affect unfairly the competitive Position of other tenderers presenting substantially responsive tenders.
- 23.3 If a tender is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

24. Correction of Errors

- 24.1 Tenders determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows.
- (a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
- (b) –Not applicable–**
- 24.2 The amount stated in the tender will be adjusted by the employer in accordance with the above Karnataka Public Procurement Portal procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount the tender will be rejected, and the earnest money deposit may be forfeited in accordance with sub Clause 13.6 (b).

25. Evaluation and Comparison of Tenders

- 25.1 The employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 In evaluating the tenders, the employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to Clause 24 and
- (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub Clause 18.5.
- 25.3 The employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors, which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the employer, shall not be taken into account in tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 40 of the conditions of contract, during the implementation of the contract, will not be taken into account in tender evaluation.

- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the employer's estimate of the cost of the work to be performed under the contract, the employer may require the tenderer to produce detailed price analyses for any or all items of the financial bid, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the employer against financial loss in the event of default of the successful tenderer under the contract.
- 25.6 The tenderer shall fill in the lump sum price for the whole work & shall be negotiated at mutually agreed rate only, if required by the employer.

F. Award of Contract

26. Award Criteria

- 26.1 Subject to Clause 27, the employer will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price (Sum of Part I (building construction work) and Part – II (external infrastructure work)), provided that such tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject any or All Tenders

- 27.1 Notwithstanding Clause 26, the employer reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the employer's action.
- 27.2 **If the progress of works being executed in KSPH & IDCL by the tenderer is very slow, the corporation is at the liberty to reject the bids, without assigning any reason thereof.**

28. Notification of Award and Signing of Agreement

- 28.1 The tenderer whose tender has been accepted will be notified of the award by the employer prior to expiration of the tender validity period by cable, e – mail or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").
- 28.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of security deposit in accordance with the provisions of Clause 29.
- 28.3 The agreement will incorporate all agreements between the employer and the successful tenderer. It will be kept ready for signature of the successful tenderer in the office of employer within 30 days following the notification of award along with the letter of acceptance. Within 7 days of receipt of LOA, the successful tenderer will sign the agreement and deliver it to the employer, failing which action as stated in 13.6 (c) of ITT will be taken.
- 28.4 Upon the furnishing by the successful tenderer of the performance security, the employer will promptly notify the other tenderers that their tenders have been unsuccessful.

29. Security Deposit

- 29.1 Within 20 days of receipt of the Letter of acceptance, the successful tenderer shall deliver to the employer a security deposit in any of the forms given below for an amount equivalent to 5% of the contract price plus additional security for unbalanced tenders in accordance with sub Clause 25.5 of ITT and Clause 43 of the conditions of contract.

Banker's Cheque / demand draft / Pay Order in favour of **Managing Director, KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025** payable at Bangalore or - Not applicable -

- **Bank guarantee in the form given in Section 11.**
- Specified small saving instruments pledged to **Managing Director, KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025** - Not Applicable -

- 29.2 If the security deposit is provided by the successful tenderer in the form of a bank guarantee, it shall be issued either by a nationalized / scheduled bank.

- 29.3 The security deposit if furnished in demand draft if requested be converted to Interest bearing securities at the cost of the contractor. – **Not Applicable** -

- 29.4 Failure of the successful tenderer to comply with the requirements of sub Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

- 29.5 The security deposit will be discharged only after the completion of defect liability period as specified in Section 7 contract data.

30. Advance Payment and Security – (Please refer Special Conditions of Contract Clause No.57)

31. Corrupt or Fraudulent Practices

- 31.1 The employer requires that the tenderers / suppliers / contractors, observe the highest standard of ethics during the Procurement and execution of such contracts. In pursuance of this policy, employer

- a) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- b) Will declare a firm Ineligible, either Indefinitely or for a stated period of time, to be awarded an employer's contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

- 31.2 Furthermore, tenderers shall be aware of the provision stated in sub Clause 50.2 of the conditions of contract.

SECTION 3: QUALIFICATION INFORMATION

{Bounded hard copies are to be submitted duly marking the page Nos. within 3 days after the last date of submission of the bid documents online to EE (Contracts), KSPH & IDCL, Bangalore}

The information to be filled in by the tenderer hereunder will be used for purposes of computing tender capacity as provided for in Clause 3 of the Instructions to tenderers. This information will not be incorporated in the Contract.

- 1.1 Constitution or legal status of tenderer [Attach Copy]
 place of registration [Attach Copy]
 Principal place of business

- 1.2 Total value of civil Engineering construction works 2018-19 _____
 executed and payments received in the last five years 2019-20 _____
 (in Rs. Lakh) 2020-21 _____
 2021-22 _____
 [Attach certificate from chartered accountant] 2022-23 _____

- 1.3 Work performed as prime contractor (in the same name) on works of similar nature over during the five years in State / Central Government department / Local bodies / Public sector undertaking specified in 1.2 above.

Project Name	Name & Address of Employer (State / Central Govt. Dept / Local Bodies / Public Sector Undertakings)	Contract Number	Description of Work	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

- 1.4 Quantities of work executed as prime contractor (in the same name) during the Last five years in State / Central Government department / Local bodies / Public sector undertaking specified in 1.2 above. **(For Details Refer ITT Clause -7 (e))**

Year	Name of Work	Name & Address of Employer (State/ Central Govt. Dept /Local Bodies/ Public Sector Undertakings)	Quantity of Work Performed ¹						Remarks (Indicate Contract Reference)
			Earth Work Excavation & Filling	BBM / Laterite Masonry Work	Ceramic Tile – Flooring / Skirting / Dadoing (Sq.m)	Flooring work – granite / tandur / Shahabad / Mosaic / Marble (Sq.m)	Grill Work – aluminum / Steel (Sq.m)	Earthwork Excavation	
2018-19									
2019-20									
2020-21									
2021-22									
2022-23									

¹ Items of work for which data is requested should tally with that specified in ITT Clause 3

- 1.5 Information on works for which tenders have been submitted and works which are yet to be completed as on the date of this tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer (State/Central Govt. Dept)	Value of Contract (Rs. Lakhs)	Stipulated Period of Completion	Value of Works ² remaining to be Completed (Rs. Lakhs)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

² Attach certificates from Engineer – in – charge (not below the rank of Executive Engineer or Equivalent).

(B) Works for which Tenders already submitted

Description of Work	Place and State	Name and Address of the Employer (State / Central Govt. Dept)	Estimated Value of Works (Rs. Lakhs)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

An Affidavit attested by notary should be submitted.

- 1.6. The following Items of equipment are considered essential for successfully carrying out the works. The tenderer should furnish all the information listed below.

Item of Equipment	Requirement ³			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

³ The Item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a).

- 1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years.
- 1.8 Qualification and experience of the key technical (project manager, structural / electrical Engineer) and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.
- 1.9 Name, address, telephone, telex and fax numbers of the tenderers' bankers who may provide references if contacted by the employer.
- 1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): cash in hand, letter of credit, etc. list them below and attach certificate from the banker in the suggested format as under.
- 1.11 Proposal for subcontracting components of works amounting to more than 20% of the contract price – **Not Applicable** -
- 1.12 Information on Litigations in which the Tenderer is involved.

Other Party / Parties	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

- 1.13 The proposed methodology and program of construction backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

BANKER'S CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for this work, namely "-----" is awarded to the above firm, we shall be able to provide over draft / credit facilities to the extent of Rs. Lakhs to meet the working capital requirements for executing the above contract.

Signature of Senior Bank Manger
Name of the Bank, &
Address

Note : BANKER'S CERTIFICATE should be furnished on the Letter head of the Bank with full address, phone number & e mail ID.

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

To: _____ [Name of employer]

_____ [Address of employer]

WHEREAS _____ [Name and address of tenderer] (hereinafter called "the Tenderer") has undertaken, in pursuance of Tender No. _____ dated _____ to submit _____ [name of tender and brief description of works] (hereinafter called "the tender");

AND WHEREAS it has been stipulated by you in the said tender that the tenderer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as earnest money deposit (EMD) for compliance with his obligations in accordance with the tender.

AND WHEREAS we have agreed to give the tenderer such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the tenderer, upto a total of Rs. _____ [Amount of guarantee]⁶ Rupees _____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of guarantee]⁷ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the tender or of the Works to be performed there under or of any of the contract documents which may be made between you and the tenderer shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the tender validity period.

Signature and Seal of the Guarantor:

Name of Bank:

Address:

Date:

⁶ An amount shall be inserted by the guarantor, representing the percentage of the tender price specified in the tender.

⁷ An amount shall be inserted by the guarantor, representing the percentage of the tender price specified in the Tender.

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender
(Refer Volume-III Financial Bid)

Name of Work :-----
-----.

To: **The Executive Engineer (Contracts),
KSPH & IDCL, No. 59, Richmond Road,
Bangalore – 560 025.**

GENTLEMEN,

We offer to execute the works described above in accordance with the conditions of contract accompanying this tender for the lumpsum contract price of Rs. _____ **(including External Infrastructure Work & Maintenance of Buildings & External Development works during defect liability period of 3 years (36 months) as defined in the Scope of work. (inclusive of GST)**

Form A

	In Figures	In Words.
----- (including External Infrastructure Work & Maintenance of Buildings & External Development works during defect liability period of 3 years (36 months) as defined in the Scope of work. (inclusive of GST)	Lumpsum Price shall be quoted only through Karnataka Public Procurement Portal only	

Note : This format is for reference only. The Lumpsum Price quoted in the Karnataka Public Procurement Portal will be considered for evaluation.

This tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this tender complies with the tender validity and Earnest Money Deposit required by the tender documents.

We attach herewith our current income tax clearance certificate.

Yours faithfully

Authorized Signature:

Name and title of signatory:

Name of Tenderer:

Address:

To be filled in by the employer before issue of the tender document.

To be filled in by the tenderer, together with his particulars and date of submission at the bottom of the form of tender.

Letter of Acceptance
(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sirs

This is to notify you that your tender dated **No. -----** for execution of "**-----**
-----" tender **No.-----** dated:---for the ***Lumpsum contract***
Price of Rs. _____ **(including External Infrastructure Work & Maintenance of**
Buildings & External Development works during defect liability period of 3 years (36 months) as
defined in the Scope of work.) as corrected and modified in accordance with the instructions to
tenderers is hereby accepted by employer.

You are hereby requested to furnish security deposit plus additional security for unbalanced tenders in
terms of Sub Clause 25.5 of ITT, in the form detailed in Clause No. 29.1 of ITT for an amount of
Rs. _____ within 20 days of the Receipt of this letter of acceptance valid up to 30 days from the
date of expiry of defects liability period and sign the contract, failing which action as stated in Clause No.
29.4 of ITT will be taken.

Yours faithfully

Executive Engineer- Contracts

Name and Title of Signatory

KSPH & IDCL

Issue of Notice to Proceed with the Work
(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract document for the work of “.....” Tender for *Lumpsum contract* Price of Rs._____ (including External Infrastructure Work & Maintenance of Buildings & External Development works during defect liability period of 3 years (36 months) as *defined in the scope of work*.). Please return a copy of notice to proceed with the work or Letter of award duly signed and sealed as token of acceptance. You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized to sign on behalf of employer)

Agreement Form -

This Agreement, made on the _____ day of _____, 20____, between _____ [Name and address of employer] (hereinafter called "the employer") of the one part And _____ [Name and address of contractor] (hereinafter called "the contractor") of the other part.

Whereas the Employer is desirous that the Contract Execute "_____ " tender vide notification No._____ Date:_____ (hereinafter called "the works") and the employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defects there in for 3 years at a contract price of *Lumpsum contract Price* of Rs._____ In Words Rupees._____. (including External Infrastructure Work & Maintenance of Buildings & External Development works during defect liability period of 3 years (36 months) as defined in the scope of work.).

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying the defects wherein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
 - i. Letter of acceptance, notice to proceed with the works.
 - ii. Contractor's tender.
 - iii. Contract data.
 - iv. Conditions of contract (including special conditions of contract)..
 - v. Specifications.
 - vi. Drawings.
 - vii. Financial Bid
 - viii. Minutes of meeting of pre tender meeting and
 - ix. Any other document listed in the contract data as forming part of the contract.

In witness whereof the parties thereto have caused this agreement to be executed the day and year first before written.

The common Seal of _____
was hereunto affixed in the presence of _____
Signed, Sealed and Delivered by the said _____
in the presence of:
Binding signature of employer _____
Binding signature of contractor _____

Litigation History
(FORM)

Name of Bidder / Company/ Firm /

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and	Disputed amount (current lakhs)

Approach and Construction Methodology (FORM)
(To be furnished by the bidders)

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the contract data are not also defined in the conditions of contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed bill of quantities forming part of the tender.

Compensation events are those defined in Clause 38 hereunder.

The **completion date** is the date of completion of the works as certified by the employer in accordance with sub Clause 46.1.

The **contract** is the contract between the employer and the contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **contract data** defines the documents and other Information, which comprise the contract.

The **contractor** is a person or corporate body, whose tender to carry out the works has been accepted by the employer.

The **contractor's tender** is the completed tender document submitted by the contractor to the Employer.

The **contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the contract.

Days are calendar days; **months** are calendar months.

A **defect** is any part of the works not completed in accordance with the contract.

During the Defects Liability period the responsibility of contractor extends to all liabilities on account of structural, architectural design and workmen ship aspects.

The **Defects Liability period** is the period calculated from the date of issuing of completion certificate by the employer. The said certificate shall be issued once the works as in the contract agreement and conditions of the contract are completed in the total manner. In the mean while the status certificate not amounting to completion certificate can be issued by the employer.

The **employer** is the party who will employ the contractor to carry out the works.

equipment is the contractor's machinery and vehicles brought temporarily to the site to construct the works.

The **Initial contract price** is the contract price listed in the employer's Letter of acceptance.

The **intended completion date** is the date on which it is intended that the contractor shall complete the works. The Intended completion date is specified in the contract data. The Intended completion date may be revised only by the employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

Plant is any integral part of the works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **site** is the area defined as such in the contract data.

Specification means the specification of the works included in the contract and any modification or addition made or approved by the employer.

The **start date** is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession dates.

A **subcontractor** is a person or corporate body who has a contract with the contractor to carry out a part of the work in the contract which includes work on the site.

A **variation** is an Instruction given by the employer which varies the works.

The **works** are what the contract requires the contractor to construct, install, and turn over to the employer, as defined in the contract data.

2. Interpretation

- 2.1 In interpreting these conditions of contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal Meaning under the language of the contract unless specifically defined. The employer will provide Instructions clarifying queries about the conditions of contract.

2.2 The documents forming the contract shall be interpreted in the following order of priority.

- (1) Agreement.
- (2) Letter of acceptance, notice to proceed with the works.
- (3) Contractor's tender.
- (4) Contract data.
- (5) Conditions of contract.
- (6) Specifications.
- (7) Drawings (referral tentative drawings)
- (8) Financial bid
- (9) Minutes of meeting of pre tender meeting and
- (10) Any other document listed in the contract data as forming part of the contract.

3. Law Governing Contract

3.1 The Law governing the contract is the laws of India supplanted by the Karnataka local acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the employer will decide contractual matters between the employer and the contractor.

5. Delegation

5.1 The employer may delegate any of his duties and responsibilities to other people after notifying the contractor and may cancel any delegation after notifying the contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian contract act).

7. Subcontracting

7.1 - Not applicable-

8. Other Contractors

8.1 The contractor shall cooperate and share the site with other contractors, public authorities, utilities and the employer.

9. Personnel

9.1 The contractor shall employ the technical personnel (number and qualifications) as may be stipulated by the employer from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the employer.

9.2 If the employer asks the contractor to remove a person who is a member of the contractor's staff or his work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract.

10. Employer's and Contractor's Risks

10.1 The employer carries the risks which this contract states are employer's risks, and the contractor carries the risks which this contract states are contractor's risks.

11. Employer's Risks

11.1 The employer is responsible for the excepted risks, which are

- (a) Rebellion, riot commotion or disorder unless solely restricted to employees of the contractor arising from the conduct of the works; or
- (b) Any operation of the forces of nature (in so far as it occurs on the site) which an experienced contractor
 - (i) Could not have reasonably foreseen; or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures
 - Prevent loss or damage to physical property from occurring by taking appropriate measures or
 - Insure against such loss or damage.

12. Contractor's Risks

12.1 All risks of loss or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the contract other than the excepted risks, are the responsibility of the contractor.

12.2 A cause due solely to the design of the works, other than the contractor's design;

13. Insurance

13.1 The contractor shall prior to commence the works, effect and thereafter maintain insurances, in the joint names of the employer and the contractor (cover from the first working day after the start date to the end of defects liability period) in the amounts stated in the contract data:

- (a) For loss or damage to the works, plants and materials and the contractor's equipment;
- (b) For liability of both parties for loss, damage, death and Injury to third parties or their property arising out of the contractor's performance of the contract including the contractor's liability for damage to the employer's property other than the works and
- (c) For liability of both parties and of any employer's representative for death and Injury to the contractor's personnel except to the extent that liability arises from the negligence of the employer, any employer's representative or their employees.

13.2 Policies and certificates for Insurance shall be delivered by the contractor to the employer for his approval before the start date. All such Insurances shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from Insurers relating to loss or damage shall be held jointly by the parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the contractor fails to effect or keep in force any of the Insurances referred to in the previous sub clauses or fails to provide satisfactory evidence, policies or receipts, the employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the contractor. If no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the employer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports: (as uploaded on Karnataka Public Procurement portal)

15. Queries about the Contract Data: The employer will clarify queries on the contract data.

16. Contractor to construct the Works

16.1 The contractor shall construct the works in accordance with the specifications and drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the contractor, as updated with the approval of the employer, and complete them by the intended completion date.

18. Approval by the Employer

18.1 The Contractor shall submit specifications and a drawing showing the proposed temporary works to the employer, who is to approve them if they comply with the specifications and drawings.

18.2 The employer's consent shall not alter the contractor's responsibility for design of the works.

18.3 All drawings and final master layout plan prepared keeping in view the respective by laws and guidelines shall be got consented from the employer before the execution.

19. Safety

19.1 The contractor shall be responsible for the safety of all activities on the site.

20. Discoveries

20.1 Anything of historical or other Interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer of such discoveries and carry out the employer's Instructions for dealing with them.

21. Possession of the Site

Refer Clause 16 of special condition of contract.

22. Access to the Site

22.1 The contractor shall allow the employer and any person authorized by the employer access to the site, to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The contractor shall carry out all instructions of the employer which comply with the applicable laws where the site is located.

24. - Deleted-

24.1 -- Deleted --

24.2 -- Deleted --24.3

B. Time Control

25. Program

25.1 Within the time stated in the contract data, the contractor shall submit to the employer for approval a program showing the general methods, arrangements, order and timing for all the activities in the works.

25.2 The employer's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the employer again at any time.

26. Extension of the Intended Completion Date

26.1 The employer shall extend the Intended completion date as per their discretion & the needs at the site.

26.2 The employer shall decide whether and by how much time needs to be extended to extend the intended completion date within 21 days of the contractor asking the employer for a decision upon the effect of a compensation event or variation and submitting full supporting Information.

27. Delay s ordered by the Employer

27.1 The employer may instruct the contractor to delay the start or progress of any activity within the works.

28. Management Meetings

28.1 The employer may require the contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The employer shall check the contractor's work and notify the contractor of any defects that are found. Such checking shall not affect the contractor's responsibilities. The employer may instruct the contractor to search for a defect and to uncover and test any work that the employer considers may have a defect

30. Tests

30.1 If the employer instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test shows that it does, the contractor shall pay for the test and any samples. If there is no defect the test shall be a compensation event.

31. Correction of Defects

31.1 The employer shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion and is defined in the contract data. The defects liability period shall be extended for as long as defects remain to be corrected.

31.2 Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the employer's notice.

32. Uncorrected Defects

- 32.1 If the contractor has not corrected a defect within the time specified in the employer's notice, the employer will assess the cost of having the defect corrected, and the contractor will pay this amount.

D. Cost Control

33. Financial Bid

- 33.1 The financial bid shall contain items for the construction, Installation, testing and commissioning work to be done by the contractor.

33.2 The BOQ furnished by the bidder is used to calculate the Contract Price.

34. Variations

- 34.1 The tenderer shall submit his offer, which shall comply fully with the basic requirements of the tender documents as indicated in the tentative drawings, specifications, terms and condition of the tender.
- 34.2 All tenderers are cautioned that no conditional offers, variations or deviations by the tenderers in respect of any items included in the tender shall be entertained or considered. Furthermore, any variations from contract conditions, particular specifications or other requirements stipulated in the tender documents other than those specially clarified / amended shall be liable to be rejected as non responsive.

35. Payments for Variations - (Please Ref SCC Clause 56)

36. Submission of Bills for Payment

Refer Clause 17 of special conditions of contract.

37. Payments

- 37.1 Payments shall be adjusted for recoveries in terms of the contract and taxes, at source, as applicable under the law. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme, payment is subject to availability of the grants. *(further refer clause 17.2 a,b,c & d of special conditions of contract).*
- 37.2 It shall be accepted as a condition of the contract that the payment of the final bill of the contractor, less the withheld amount and his acceptance thereof shall constitute a full and absolute release of the employer from all further claims by the contractor under the contract.

38. Compensation Events

Refer Clause 18 of special conditions of contract.

39. Tax

- 39.1 The Rates quoted by the contractor shall be deemed to be **inclusive of all taxes, GST** [duties and levies including municipal taxes, local taxes, octroi, ESI, labour cess/, construction workers welfare cess (CWWC), all royalties, patent rights, other incidental charges, etc. **as applicable**] that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. The rate shall also include the cost of all labours, materials, plant, machinery, equipments, carriage and other inputs involved in the execution and completion of the work.
- The bidder shall submit the tax invoice showing the description, quantity and value of goods, the tax charged thereon and such other particulars as prescribed in sec 31 of the GST Act.
 - The bidder shall submit tax invoice in addition to Running Account (RA) bill & contract certificate.
 - The Central Excise duty (including Additional excise duty, SAD and CVD), CST and cess and surcharges (levied by both Central and State Govt) related to the supply of goods and services, octroi, entry tax has been subsumed in Goods And Service tax (GST), profit arising on account of change in the rate of tax should be passed on to the KSPH & IDCL.
 - If the introduction of GST is associated or connected with the abolition or reduction of any tax, duty, cess or other statutory charge which directly or even indirectly reduces the cost of making any supply under this contract, the price or any other consideration payable for the supply must be reduced by the contractor. Such assessment at the GST appointed date shall be done by the contractor.
 - The bidder must provide upon request by the KSPH & IDCL, the evidence to demonstrate that the contractor has complied with the Anti-profiteering clause of GST Law.

- f. In case KSPH & IDCL loses the credit on account of failure of whatever nature in complying with the GST requirement, the credit will be recovered along with the consequential interest and penalty.
- g. The contract agreement will be executed between KSPH & IDCL in the capacity as an agent of the Government of Karnataka on whose behalf of the project.

40. Price Adjustment: (Refer SCC Clause 60) - Star rates (only cement and steel) applicable for the works contract period less than 12 months.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.29

(a) The price Adjustment shall apply for the work done for the extended period beyond the stipulated period provided. The extensions granted by the Employer shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor.

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated Damages

41.1 The contractor shall pay liquidated damages to the employer at the rate per day stated in the contract data for each day that the completion date is later than the Intended completion date for the whole of the works as stated in the contract data. The total amount of liquidated damages shall not exceed the amount defined in the contract data. The employer may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

41.2 If the Intended completion date is extended after liquidated damages have been paid, the employer shall correct any overpayment of liquidated damages by the contractor by adjusting in the next payment of bill.

42. --- Not applicable --- (Refer Clause 57 of Special Conditions of Contract)

43. Securities

43.1 The security deposit (including additional security for unbalanced tenders) shall be provided to the employer no later than the date specified in the letter of acceptance and shall be issued in an amount and form acceptable to the employer. The security deposit shall be valid until a date 30 days from the date of expiry of defects liability period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of Issue of the certificate of completion.

44. Cost of Repairs

44.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The contractor shall request the employer to issue a certificate of completion of the works and the employer will do so upon deciding that the work is completed.

46. Taking over

46.1 The employer shall take over the site and the works within seven days of issuing a certificate of completion.

47. Final Account

47.1 The contractor shall supply to the employer a detailed account of the total amount that the contractor considers payable under the contract agreement before the end of the defects liability period. The employer shall issue a defect liability certificate and certify any final payment that is due to the contractor within 90 days of receiving the contractor's account if it is correct and complete. If it is not, the

employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the employer shall decide on the amount payable to the contractor and make payment within 60 days of receiving the contractor's revised account.

48. As Built Drawings

48.1 If "As Built" drawings are required, the contractor shall supply them by the dates stated in the contract data.

48.2 If the contractor does not supply the drawings by the dates stated in the contract data, or they do not receive the employer's approval, the employer shall withhold the amount stated in the contract data from payments due to the contractor.

49. Termination

49.1 The employer may terminate the contract if the other party causes a fundamental breach of the contract.

49.2 Fundamental breaches of contract include, but shall not be limited to the following.

- (a) The contractor stops work for 45 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the employer.
- (b) The contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (c) The employer gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the employer.
- (d) The contractor does not maintain a security which is required.
- (e) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data; and
- (f) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (g) For the purpose of this paragraph "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non competitive levels and to deprive the borrower of the benefits of free and open competition.

49.3 When either party to the contract gives notice of a breach of contract to the employer for a cause other than those listed under Sub Clause 49.2 above, the employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the employer may terminate the contract for convenience.

49.5 If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the employer shall prepare bill for the value of the work done upto the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. additional liquidated damages shall not apply. If the total amount due to the employer exceeds any payment due to the contractor, the difference shall be a debt payable to the employer.

50.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the employer shall prepare bill for the value of the work done, the reasonable cost of removal of equipment, repatriation of the contractor's personnel employed solely on the works and the contractor's costs of protecting and securing the works upto the date of the certificate, less recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

- 51.1 All Materials on the site, plant, equipment, temporary works and works are deemed to be the property of the employer, if the contract is terminated because of a contractor's default.

52. Release from Performance

- 52.1 If the contract is frustrated by any event entirely outside the control of either the employer or the contractor, the employer shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F: Special Conditions of Contract (SCC)

The following special conditions of contract shall be read in conjunction with the general conditions of contract and Instructions to tenderers as an extension and not in limitation of the obligations of the contract. In case of discrepancy between these special conditions of contract and the general conditions of contract, the decision of the employer shall be final and binding on the contractor.

- 1.0 The tenderer shall submit his tender for the work on turnkey lump sum no variation basis. In this connection, **Section 6** on the "scope of work and design criteria" may be referred.
- 2.0 Work shall **not be sub-let**.
- 3.0 The contractor is not to vary or deviate from the drawings, specifications, stipulation, conditions of contract or Instructions to execute any Work of any kind whatsoever unless so authorized by the employer in writing.
- 4.0 **Setting out**
The contractor is to set out the whole of the work in conjunction with an officer to be deputed by the employer and during the progress of the works to amend on the requisition of the employer any errors, which may arise therein and provide all the necessary labour, materials and equipments for doing so. The contractor is to provide all tools, plant, machinery, labour, and materials, which may be necessary and required for the work. All materials and workmanship shall conform to the relevant specifications mentioned in the tender documents.
- 5.0 **Labour**
The contractor shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
The contractor shall, if required by the employer, deliver to the employer a return in detail, in such form and at such Intervals as the employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the site and such other Information as the employer may require.
- 5.1 The bidder should maintain register of labourers deployed and wages paid for the workers and shall produce the documents whenever called for by the competent authority.
- 5.2 Remittance towards PF shall be commensurate with the labour component of the work involved.
- 5.3 The Bidder shall remit PF of labourers to bidder's permanent PF code number only.
Note: In addition to the above action shall be taken as per G.O.I. Gazette Dtd: 30.12.2016
- 6.0 **Compliance with Labour Regulations**
During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and Rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The contractor shall keep the employer Indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations or notifications including amendments. If the employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the Provisions stipulated in the notifications / bye laws / acts / rules / regulations including amendments, if any, on the part of the contractor, employer shall have the right to deduct any money due to the contractor including his amount of security deposit. The employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employees of the contractor in no case shall be treated as the employees of the employer at any point of time.

7. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye laws of the State or Central Government, or local authorities and any other law, bye law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. (viz., Karnataka State Pollution control Board)

8. Taxes and Duties

The lump sum (L.S.) amount for which the tender is approved shall be inclusive of all expenses for the proper and entire completion of the work and shall be inclusive of all taxes, **GST**, duties and levies including Municipal taxes, local taxes, octroi, all royalties, patent rights, other Incidental charges, labour cess / construction workers welfare cess (CWWC) etc **as applicable**. The tenderer may consider taxes, duties, royalties, EPF & ESI Contribution etc. for the purpose of tendering prevailing one month earlier to the date of submission of the tender. Subsequent changes affected either by Government of Karnataka or Government of India, the employer may consider reimbursement of such increase in the taxes, duties, royalties, etc. upon proper certification from appropriate tax authorities. Any reduction in taxes, levies, royalties, etc. either by Government of Karnataka or Government of India, the tenderer shall reimburse difference in such reduction to the employer.

- i. The bidder shall submit the tax invoice showing the description, quantity and value of goods, the tax charged thereon and such other particulars as prescribed in sec 31 of the GST Act.
- ii. The bidder shall submit tax invoice in addition to Running Account (RA) bill & contract certificate.
- iii. The bidder must provide upon request by the KSPH & IDCL, the evidence to demonstrate that the contractor has complied with the Anti-profiteering clause of GST Law.
- iv. In case KSPH & IDCL loses the credit on account of failure of whatever nature in complying with the GST requirement, the credit will be recovered along with the consequential interest and penalty.
- v. The contract agreement will be executed between KSPH & IDCL in the capacity as an agent of the Government of Karnataka on whose behalf of the project.

9. Site Visit

The tenderer shall, prior to submitting the tender for the work, examine the drawings, conditions of contract and specifications of work. He shall visit the site and ascertain and satisfy himself regarding actual climate and physical conditions of the site, nature, extent and practicability of work, means of communication and access to site, availability of materials, the extent of leads and lifts involved in the work over the entire duration of the contract including local conditions, probable site for labour camps, stores, godowns, casting yard, etc. The tenderer's offer shall take into consideration all such factors. The tenderer shall himself obtain all necessary information at his risk, contingencies and other circumstances which may affect or influence his tender. No extra charges consequent of any misunderstanding or otherwise shall be allowed. The expression '**site**' as stated above shall include the construction of PC / SI Qtrs including all components described in the scope of work.

11. The tender documents issued to the prospective tenderers, tender terms arrived at during process of clarifications together with the letter of acceptance thereof, shall constitute a binding contract between the successful tenderer and the employer and shall form the foundation of the rights and obligation of both the parties.
12. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to the measured ones. Special conditions shall be followed in preference to general conditions / clauses of the contract. Particular specifications shall be followed in preference to general specifications applicable to the contract.

13. In case of discrepancy / inconsistency between the description in the scope of works, specifications, nomenclature of Items and / or the drawings, conditions of contract, and if there are varying or conflicting provisions made in any document forming part of the contract, the employer shall be the deciding authority with regard to the intention / interpretation of the document and his decision shall be final and binding on the contractor without any reservations.
14. The right to carry out the work either in conformity with or in a manner entirely different from the terms of this tender document that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the employer.
15. Any error in description or any omissions there from, shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and Specifications or from any of his obligations under the contract.
16. **Possession of the Site**
The employer shall give the possession of the site to the contractor based on the mutually agreed construction schedule between the employer and the contractor.
17. **Publishing of Projects in WBPMS and Submission of Bills for Payment (Clause 36)**
 - 17.1 The intermediate payment shall be in accordance with the provisions made under **Para 17.5** below. The successful tenderer shall submit the payment schedule along with work schedule and should get it approved from the Employer.
 - 17.1 a. KSPH & IDCL has a web site with URL wbpms.ksphe.org / pwa to enable uploading of project details with time schedule and contract rates. The Web Based project Monitoring System (WBPMS) with MS project 2007 application is used for tracking the progress of work and e-billing. The successful contractor should use MS project 2007 application and furnish a program of works along with the Bar /Gantt chart for approval. The contractors should periodically upload relevant information such as documents; update the actual progress achieved and upload photographs of construction activities at different stages of work to MS project server through web access. The contractor shall obtain from KSPH & IDCL the required user name and password to get access for this purpose. One time charge of Rs. 5000/- for publishing for the project in WBPMS will be recovered in the 1st RA bill. In case of failure to upload the progress details and photos monthly to depict the progress of work a sum of Rs.5000/- for each month of default will be recovered from the contractor bills for each work. Further the contractor has to invariably submit RA bill every month.
 - b. **Part payment of an amount equivalent to 80% of the net value of the bill (i.e. the amount available after deducting statutory recoveries on 100% of gross value of the bill) will be made within 2/3 working days of receipt of manual bill & e-bill simultaneously.**
Remaining 20% payment will be released within 20 working days of receipt of the required manual bill or e-bill as the case may be & only after detailed scrutiny taking into account adherence to timely completion and quality of the work.
 - c. **This part payment is under the discretion of KSPH & IDCL to facilitate the work and if for any reasons this part payment is not made contractor will have no claim.**
 - d. **It shall be accepted as a condition of the contract that the payment of the final bill of the contractor, less the withheld amount and his acceptance thereof shall constitute a full and absolute release of the employer from all further claims by the contractor under the contract.**
 - i) **90% of the Final Mile stone amount will be released and**
 - ii) **Out of Remaining 10% of the Final Mile stone amount, 5% will be paid after first year of successful completion of Defect Liability Period, 3% will be paid Second year of successful completion of Defect Liability Period, balance 2% will be paid third year of successful completion of Defect Liability Period.**

17.2 The contractor shall submit to the employer the bills based on the value of the work completed as per the **Approved Priced Bill of Quantities and billing schedule** which has to be submitted & got approved by the successful bidder. The cumulative percentage of value of work after the achievement of each mile stone as indicated below:

Mile Stone No.	Description of Works	Cumulative Percentage of total value of work in %
1	Preliminary survey, soil investigation, soil testing, setting out, cutting of trees, utility shifting	20.00
	Drilling of BW with submersible pump sets, building earth work for foundation, footings & columns upto plinth level.	
2	Framed structure above plinth level to 1st floor roof, loft, staircase	30.00
3	Framed structure from 1st floor (G+1) to terrace floor	35.00
4	BBM / solid block masonry, lintel, chejja, fixing of door frames, internal water supply, sanitary plumbing & electrical works, internal & external plastering / wall finishing, flooring, Dadoing, skirting	60.00
5	Balcony railing, painting, grills, fixing of Internal water supply, sanitary, electrical fixtures, solar water heaters & fixing of door shutters, fixing of Monoblock along with associated piping works and fixing of external water supply / sanitary works, sump tanks & sewage treatment plant (As the Case may be)	75.00
6	Electrical service Lines, transformers of suitable capacity, electrical underground cables / overhead lines, L.T power distribution, ABC cables, energy meters and all other allied works etc. along with associated piping works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings</i>	87.50
7	Rain water harvesting systems with percolation pits and plantation of trees and associated piping works and completion of all finishing works of both internal & external works. testing & commissioning of both internal & external water supply, sanitary and electrical works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings</i>	100.00

If employer requires, the agency should furnish the invoices for procurement of materials along with each bill.

17.3 The employer shall check the contractor's bill and determine the value of the work executed which shall comprise of value of the bill of quantities based on the priced bill of quantities submitted by the contractor.

17.4 The employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

18. **Compensation Events (Clause 38 C.C)**

18.1 The following are the compensation events for **time extension** only unless they are caused by the contractor. In any case, these compensation events shall not entitle the contractor to claim financially whatsoever.

- The employer does not give access to a part of the site as per the mutually agreed construction schedule between the employer and the contractor.
- The employer orders a delay or does not consent the drawings, specifications or Instructions required for execution of works on time.
- The employer instructs the contractor to uncover or to carry out additional tests upon work which is then found to have no defects.
- The employer gives an Instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
- The effect on the contractor of any of the employer's risks.
- The employer unreasonably delays issuing a certificate of completion / scheduled payment.
- Other compensation events listed in the contract data or mentioned in the contract.

- 18.2 If a compensation event would prevent the work being completed before the Intended completion date, the intended completion date may be extended. The employer shall decide whether and by how much the Intended completion date shall be extended.
- 18.3 The contractor shall not be entitled to compensation to the extent that the employer's Interests are adversely affected by the contractor not having given early warning or not having cooperated with the employer.
19. Time is the essence of the contract and it shall be clearly understood that the contractor is bound to complete the work in every respect within the intended completion period as stated in the contract data.
20. Within fifteen (15) days from the date of signing the agreement, the contractor shall submit to the employer for his approval, a time and progress chart in direct relation to the Intended completion period stated in the contract data for completion of the Items or groups of items of work and for the contract as a whole. It shall indicate the procedure and method in which the work is proposed to be carried out, the forecast of the dates of commencement and completion of various grades or sections and the arrangements regarding constructional plant and temporary works, which the contractor intends to make. The programme of work may be amended as and when necessary by agreement between the employer and the contractor within the limitations of time imposed by the contract documents.
- a. The total work to be executed shall be divided into **7 Milestones** on mutually agreed schedule between the employer and the contractor. These milestones shall be based on financial progress in concurrence with respective physical progress. Progress of work will be reviewed monthly / at the end of the each milestone. In case the progress achieved falls short by more than 25% of the cumulative programme, the reasons for such shortfall shall be examined and a record made thereof apportioning the responsibilities for the delay between the contractor and the employer. This record shall be signed in full and dated by both the employer and the contractor.

Mile Stone No.	Description of Works	Cumulative Percentage of total value of work in %
1	Preliminary survey, soil investigation, soil testing, setting out, cutting of trees, utility shifting	20.00
	Drilling of BW with submersible pump sets, building earth work for foundation, footings & columns upto plinth level.	
2	Framed structure above plinth level to 1st floor roof, loft, staircase	30.00
3	Framed structure from 1st floor (G+1) to terrace floor	35.00
4	BBM / solid block masonry, lintel, chejja, fixing of door frames, internal water supply, sanitary plumbing & electrical works, internal & external plastering / wall finishing, flooring, Dadoing, skirting	60.00
5	Balcony railing, painting, grills, fixing of Internal water supply, sanitary, electrical fixtures, solar water heaters & fixing of door shutters, fixing of Monoblock along with associated piping works and fixing of external water supply / sanitary works, sump tanks & sewage treatment plant (As the Case may be)	75.00
6	Electrical service Lines, transformers of suitable capacity, electrical underground cables / overhead lines, L.T power distribution, ABC cables, energy meters and all other allied works etc. along with associated piping works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings.</i>	87.50
7	Rain water harvesting systems with percolation pits and plantation of trees and associated piping works and completion of all finishing works of both internal & external works. testing & commissioning of both internal & external water supply, sanitary and electrical works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings.</i>	100.00

- b. In respect of the shortfall in progress (reviewed at the end of the each milestone), assessed due to the delay on the part of the contractor, the contractor shall be liable to pay the tentative penalty on tentative milestone basis as detailed in the table below.

Mile Stone No.	Description of Works	Milestone in weeks	Penalty in % of Contract Amount
1	Preliminary survey, soil investigation, soil testing, setting out, cutting of trees, utility shifting	4	0.1% of stipulated financial progress per day beyond the milestone day
	Drilling of BW with submersible pump sets, building earth work for foundation, footings & columns upto plinth level.	16	
2	Framed structure above plinth level to 1st floor roof, loft, staircase	20	0.1% of stipulated financial progress per day beyond the milestone day
3	Framed structure from 1st floor (G+1) to terrace floor	25	0.1% of stipulated financial progress per day beyond the milestone day
4	BBM / solid block masonry, lintel, chejja, fixing of door frames, internal water supply, sanitary plumbing & electrical works, internal & external plastering / wall finishing, flooring, Dadoing, skirting	33	0.1% of stipulated financial progress per day beyond the milestone day
5	Balcony railing, painting, grills, fixing of Internal water supply, sanitary, electrical fixtures, solar water heaters & fixing of door shutters, fixing of Monoblock along with associated piping works and fixing of external water supply / sanitary works, sump tanks & sewage treatment plant (As the Case may be)	38	0.1% of stipulated financial progress per day beyond the milestone day
6	Electrical service Lines, transformers of suitable capacity, electrical underground cables / overhead lines, L.T power distribution, ABC cables, energy meters and all other allied works etc. along with associated piping works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings</i>	44	0.1% of stipulated financial progress per day beyond the milestone day
7	Rain water harvesting systems with percolation pits and plantation of trees and associated piping works and completion of all finishing works of both internal & external works. testing & commissioning of both internal & external water supply, sanitary and electrical works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings</i>	47	0.1% of stipulated financial progress per day beyond the milestone day

Note : Subject to the maximum of 10% of Contract Price

In case the contractor picks up the progress and completes all works as per tender within the intended completion period, the entire amount so recovered above will be returned back to the contractor without any Interest **at the time of final bill.**

21. On the basis of project scheduling, the contractors shall also supply monthly bar / Gantt chart in MS project for completion of each Item of work and other necessary Information for monitoring the progress of the Work. The contractor shall also supply suitably updated monthly bar / Gantt charts in MS project, etc. incorporating inter alia the decision taken during site Inspections / review Meetings.
22. The approval of the above programme by the employer shall not absolve or relieve the contractor of any of his responsibilities to complete the whole of the works by the Intended completion period or extended completion period, if any.

23. **-Deleted-**

24. **Progress of Work**

The contractor shall give the employer on the 4th day of each month a progress report of the work done during the previous month.

The progress of work will be reviewed periodically by the employer with the contractor and shortfalls, if any sorted out, the contractor shall thereupon take such action as may be necessary to bring back his work to schedule without any additional cost to the employer by employing

- overtime operations, increasing the number of shifts, capacity of the equipment or otherwise as directed by the employer and nothing shall be paid extra.
25. **Drawings to be kept at Site**
The required sets of the drawings as approved by the employer shall be kept by the contractor at the site and the same shall at all reasonable time be available for Inspection and use by the employer and his approved representative and any other person authorized by the employer in writing.
26. **Inspection of Works**
In addition to the provisions of relevant clauses of the contract, the work shall also be open to Inspection by the employer and his approved representative. The contractor shall at all times during the usual working hours and at all times at which reasonable notices of the Intention of the employer or his approved representative as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and Instructions or have a responsible site engineer duly accredited in writing, to be present for that purpose.
27. **Foreign Exchange**
It shall be clearly understood that no foreign exchange shall be made available for the purpose of equipment, plants, machinery or materials of any kind or any other Items / purposes required to be carried out in execution of the work. It shall be clearly understood that no foreign exchange required for importing equipments, materials for tools, plants and machinery, etc. that may be required in carrying out the work, even from the Rupee payment country will be made available.
28. **Night Work**
For completing the work well within the Intended completion period, the contractor might be required to work in two or more shifts (including night work) and no claim whatsoever shall be entertained on this account, notwithstanding, the fact that the contractor will have to pay to the labours and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered into and for extra amounts towards any other reason. none of the permanent works shall be carried out during night or on authorized public holidays without the permission in writing of the employer except when work is unavoidable or absolutely necessary for the safety of life, property or work in which case the contractor shall immediately advise the employer accordingly, provided that the provisions of this condition shall not be applicable in the case of any work which is customary to carry out by rotation or in double shift.
29. **Existing Services**
Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected / maintained against the damage by the contractor. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary shifting of such services is required to facilitate the work, the contractor at no extra cost shall do the same.
The respective departments in coordination with the employer shall carry out shifting of major services. The decision as whether the service in question is major or not, will be at the discretion of the employer. The contractor will, however, be required to provide all help to ensure that the work is carried out smoothly.
30. All works pertaining to services including rerouting / diversion of services, routine testing, installation, etc. embracing in one or more than one process shall be subject to examination and approval to each stage thereof by the employer or concerned departments as would be notified by the employer or his approved representative when such stage is ready. In default of such notice, the employer shall be entitled to appraise the quantity and the extent thereof and the decision of the employer or his approved representative in this regard shall be final and binding.
31. No work shall be covered or put out of view without the approval of the employer or his approved representative and the contractor shall afford full opportunity for examination of such services before these are permanently installed or extended thereof as per site requirement.

32. No accommodation is available at the site of work for office, residence, labour, store, etc. and the contractor has to make his own arrangement and no claim whatsoever on this account shall be entertained.
33. The contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and shall be acceptable to the authorities concerned.
34. The execution of any items of work where any incidental work is actually required but not specifically stated in the tender document, it is to be understood that the amount quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be paid.
35. The contractor shall make his own arrangement at his own cost for the provision of telephone facilities at the site of works or at any other place.
36. The electric and water connections to be obtained for use of the work under the contract are subject to the following conditions.
 - a. The contractor shall make his own arrangement for electricity and water supply. However, the employer will assist the contractor to get power from the concerned department at the contractor's cost.
 - b. The employer shall in no way be responsible for any delay in getting the electric connection and water and no claim on this account whatsoever, shall be entertained. It shall be clearly understood that the contractor has to make his own arrangement for generators for use before the electric connection is made available and also to be used as a stand-by arrangement in case of power failure, etc. or in the case of disconnection of electric supply by the concerned department for any reason.
37. No payment will be made to the contractor for damage caused by rains, or other natural calamities or accidents or acts of god, during the execution of the works and no such claim on this account will be entertained.
38. The contractor is required to submit rates of all items he has used to derive the tendered price inclusive of cost of all labour, materials, plant, machinery, equipments, carriage and other inputs, taxes, royalties, all lead, lift, loading, unloading etc.
39. The contractor shall maintain in good condition all work till the completion of entire work allotted to him. From the commencement of the work to the completion of the same, the work is to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, floods or other causes. The employer shall not be held responsible, for any claims for injuries to personal workmen or for structural damage to property happening from any negligence, default, want of proper care or misconduct on the part of the contractor or of any other of his authorized representatives in his employment during the execution of the work. The compensation, if any, shall be paid directly to the department / authority / persons concerned, by the contractor at his own cost.
40. The contractor will take all necessary measures for the safety of workers during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and skilled flagmen, as necessary, all around the excavation / construction area and at such intermediate points, as directed by the employer including the proper identification of the construction areas. He shall be responsible for all damages and accidents on account of construction and other relevant activities. Nothing shall be paid extra on account of above.

The temporary warning signs / lamps shall be installed at all barricades during the hours of darkness and kept lit there at all times during these hours and nothing shall be paid extra.

barricading and safety requirements are very important aspects to execute this project. The above provisions shall be followed strictly and at no time the construction / excavation areas are to be left un-barricaded or without red lamps during the hours of darkness. Failure to comply with the requirements mentioned in the preceding paragraphs shall be deemed to be a breach of contract on the part of the contractor for which the contractor shall be liable for action under relevant clauses / conditions of the agreement.

In addition to other actions being taken for such breach of contract, the contractor shall be liable to pay compensation @ Rs.1000/- per Sqm of area left un-barricaded.

The employer shall give notice to the contractor for such barricading and the contractor shall comply with the same within one day of such notice, failing which he shall be liable to pay the above compensation and actions will be initiated by the employer for the said breach of contract. The decision of the employer in respect of the above shall be final and binding.

The contractor shall use every reasonable means to prevent any of roads, bridges communicating with or on the routes to the site from being damaged by any traffic of the contractor or any of his sub contractors and in particular, shall select routes and vehicles to avoid such unnecessary damages.

41. **Safety of Workers**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per Indian standard safety codes shown below and shall at his own expense provide all facilities in connection there with. In case, the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay **Rs. 35000/-** per day for each day of delay from the date of notice issued to the contractor in this regard and in addition the employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims whatsoever shall be entertained.

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| i. | IS: 3696 (Part I) – 1966 | Safety code for scaffolds and ladders |
| ii. | IS: 3696 (Part II) – 1966 | Safety code for scaffolds and ladders, Part II ladders |
| iii. | IS: 3764 – 1966 | Safety code for excavation work |
| iv. | IS 4081 – 1967 | Safety code for blasting and drilling operations |
| v. | IS: 4138 – 1977 | Safety code for working in compressed Air |
| vi. | IS: 5121 | Safety code for piling and other deep foundations |
| vii. | IS: 5916 – 1970 | Safety code for construction involving use of Hot bituminous materials |
| viii. | IS: 7293 – 1974 | Safety code for working with construction machinery |
| ix. | IS: 7969 – 1975 | Safety code for Storage and handling of building materials |
| i. | Any other code and / or as per directions of the employer. | |

42. The employer shall have full powers to send workmen and employ on the premises to execute fittings and other work not included in the contract. For whole operations, the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in this contract in the opinion of the employer.
43. The contractor shall conduct his work so that not to interfere with or hinder the progress or completion of the work being performed by other contractors, piece workers or by the employer and shall as far as possible arrange his work and shall place and dispose the operations of the other contractors, piece workers, or of the employer. The contractor shall arrange his work with that of the others in an acceptable manner and shall perform it in proper sequence to the complete satisfaction of the employer at the contractor's own cost.
44. The contractor shall assume all liabilities, financial or otherwise in connection with his contract and shall protect and save the employer from any and all damages and claims that may arise because of the presence and operations of others working on or near the site. The contractor shall assume all responsibilities for all work not completed or accepted because of the presence and operations of other contractors or piece workers or of the employer.
45. At the time of construction, the contractor shall embed all electrical / other fixtures like base plates, brackets, conduits, etc. for layout lighting, etc. as per the directions of the employer. Nothing extra whatsoever will be payable on this account.
46. For execution of any Items of work where incidental works such as bailing out water, shoring, etc. are actually required but not specifically stated in the tender, it is to be understood that the lump sum amount quoted by the contractor shall cover such charges also and nothing extra on account of such Incidental charges, if any, shall be paid.

47. **No Waiving of Legal Rights and Powers**

The employer shall not be precluded or stopped from taking any measurements and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that the employer shall not be precluded or stopped from recovering from the contractor and such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract. Neither the acceptance by the employer nor any payment for acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the employer shall operate as a waiver of any portion of the contract or any power herein reserved or of any risk to damage. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

48. The contractor shall provide and bear all expenses and charges for special or temporary service roads required by him in connections with access to the site at no extra charges and his lump sum offer shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the employer. The employer shall have right of way to this at all times and will not entitle the contractor to claim extra on this account.

49. The tenderers shall also mention with their tender documents the name of their project managers, work managers and graduate engineers who shall be engaged in this work. The Biodata of such Engineers / managers are to be enclosed with the tender documents.

50. The tenderers may specify the number and category of each type of skilled personnel to be deputed by the contractors. It may clearly be stated as to whether such skilled persons are under the employment of the tenderers or are still to be appointed by them. The number of skilled and unskilled persons to be employed shall be in agreement with the programme of work submitted by the tenderers and discussed elsewhere in the tender documents.

51. The tenderers shall specify the details of plant and machinery (**i.e., nos. and capacity**) to be deployed by them for the work. The details to be supplied by them shall be in respect of the following.

- i. Concrete batching plant and allied equipments.
- ii. Concrete pump.
- iii. Loaders
- iv. Tipper and Trucks with adequate capacity to suit site conditions and construction schedule.
- v. Roller / compactor
- vi. Vibrators (Pin & Plate)
- vii. Transit mixers
- viii. Cranes.
- ix. Excavator
- x. Generator
- xi. Shuttering material
- xii. Tower Crane

52. The Tenderers shall furnish a cash flow chart on month – to – month basis for the entire period of execution of the work. The cash flow chart shall indicate specifically the Investments on such Items as plant and machinery, shuttering and staging, materials mentioning various Items like other pre stressing materials, sand, grit and other consumables. The cash flow shall indicate in detail, the Inputs to be mobilized by the contractor from his own sources e.g. own capital, bank loans, etc. and resources to be supplemented by the employer like Interim payments against the work done by the contractor.

The above mentioned cash flow shall have direct relation with the programme of work and it shall be in consonance thereto. Any inconsistency between the inputs / outputs of this cash flow and programme of the work may lead to the disqualification of the tenderer on this account.

Similarly, after award of the contract also the contractor shall submit similar cash flow programme and update such details at monthly intervals for monitoring of the project by the employer.

53. The contractor is expected to have a workshop facility available at site for fabrication / additions and alterations to the shuttering, pre-stressing works and or other allied Works. It may please be indicated as to whether the workshop facilities shall be provided in house or is proposed to be executed locally. In both the cases, the tenderer is to give the details and number of equipments to be installed in the workshop for above mentioned work.
54. The employer may deploy **Third Party / project management consultant (PMC)** for supervision, quality control, progress monitoring, measurement and billing etc. The contractor shall abide by the instructions / suggestions given by the PMC for the successful completion of the project.
55. **Priced Bill of Quantities**
The successful tenderer shall submit a priced bill of quantities for the accepted lump sum amount of the contract **and the same should be got approved by the KSPH & IDCL. The bills will be regulated based on the approved Priced Bill of Quantities.**
56. **Payment for Variation (Ref. CC Clause 35)**
- In case of any site litigations or due to any other reason which could not be resolved by both the parties (client or contractor), for construction of a portion of the package works, then such reduction in quantity / cost to be proportionately deducted on prorata basis.
 - If the client / user department authorities requested to construct the quarters at some other location other than the earlier specified location as in the tentative layout plan uploaded on Kamataka Public Procurement and there is no major variation (i.e., $\pm 10\%$ in the quantities below the ground level and no variations above the ground level, then the contractor has to construct the same no. of quarters at the rates as agreed in the original contract agreement.
 - If the client / user dept authorities requested the contractor to construct the additional quarters upto 25% over and above the original quantity / No. of quarters, at the specified locations, provided there is no major variation (i.e., $\pm 10\%$ in the quantities below the ground level and no variations above the ground level, then the contractor has to construct the additional quarters / additional related works for successful implementation of the project at the same rate as agreed in the original contract agreement. *Similarly if there is any reduction in the number of quarters to be constructed the contract amount will be reduced on prorata basis.*

57. **Advance Payment (mobilization advance) and security:**

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
Mobilization	15% of the contract price	On production of un-conditional bank guarantee. (to be drawn before end of contract period)

(The advance payment will be paid to the contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization:

- Mobilization advance upto a limit of 15% (Fifteen percent) of the contract value may be paid to the contractor on his request and on production of Bank guarantee of the same amount in the prescribed form acceptable to the corporation KSPH & IDCL from any Nationalized Scheduled Bank for mobilization and procurement of required materials, machinery and equipment.
- The Contractor is to use the mobilization advance only to pay for mobilization expenses required specifically for execution of the works. The contractor shall demonstrate that the mobilization advance has been used in this way by supplying copies of invoices or other documents to the KSPH & IDCL
- The rate of interest of 9% per annum will be levied on the above advance and shall be calculated on the outstanding balance in each month.**
- The recovery of advance paid under this contract shall commence after 10% (Ten percent) of the value of the work is completed and shall be recovered in full by the time 75% (Seventy five percent) of the value of the work is completed. The successful bidder shall give an undertaking to the effect

that he will spend the amount thus drawn only on the works awarded to him and will strictly adhere to the program of works furnished by him and as agreed to by the corporation KSPH & IDCL, failing which an additional rate of interest at an incremental rate one percent (1%) per every month will be levied and if this mobilization advance is not utilized in a complete manner only on the works herein above mentioned within 1/4th the period allowed for completion of the works.

- 58. Drawings:** a) **The L1 bidder after award of work both architectural structural design & drawings have to be submitted to corporate office & get it consented from the competent authority before execution of work.**
b) **The proof checking of the structural drawings should be carried out by the agency. The expenditure towards the proof checking of the design should be borne by the agency.**

59. Settlement of Disputes – Time Limit for decision

- (a) If any dispute or difference of any kind whatsoever were to arise between the Executive Engineer/Superintending Engineer and the contractor regarding the following matters namely,
(i) The meaning of the specifications designs, drawings and instruction herein before mentioned;
(ii) The quality of workmanship or materials used on the work and
(iii) Any other question, claim, right, matter, thing whatsoever, in any way arising out of relating to the contract, designs, drawings, specifications, estimates instructions, or orders, or those conditions are failure to execute the same whether arising during the progress of the work, or after the completion, termination or abandonment thereof, the dispute shall, in the first place, be referred to the MD who has jurisdiction over the work specified in the contract. The MD shall, within a period of ninety days from the date of being requested by the contractor to do so, give written notice of his decision to the contractor.

MD's decision final

- (b) Subject to other form of settlement hereafter provided, the MD's decision in respect of every dispute or difference so referred shall be final binding upon the contractor. The said decision shall forthwith be given effect to and contractor shall proceed with the execution of the work with all due diligence.

Remedy when MD's decision is not acceptable to contractor

- (c) In case the decision of the MD is not acceptable to the contractor, he may approach the Jurisdictional Civil Courts at Bangalore for settlement of dispute after giving due written notice in this regard to the MD within a period of ninety days from the date of receipt of the written notice of the decision of MD.

Time limit for notice to approach Civil Court by contractor

- (d) If the MD has given written notice of his decision to the contractor and no written notice to approach the Law Court has been communicated to him by the contractor within period of ninety days from the receipt of such notice, the said decision shall be final and binding upon the contractor.

Time limit for notice to approach Civil Court by contractor when decision is not given by MD as at (b)

- (e) If the MD fails to give notice of his decision within a period of ninety days from the receipt of the contractor's request in writing for settlement of any dispute or difference as aforesaid, the contractor may within ninety days after the expiry of the first named period of ninety days approach the Jurisdictional Civil Courts giving due notice to the MD.

Contractor to execute and complete work pending settlement of dispute

- (f) Whether the claim is referred to the MD or to the Civil Courts, as the case maybe, the contractor shall proceed to execute and complete the works with all due diligence pending settlement of the said dispute or differences.

Obligations of the Executive Engineer and contractor shall remain unsettled during considerations of dispute

- (g) The reference of any dispute or difference to the MD or the Civil Court may proceed notwithstanding that the work shall then be or be alleged to be complete, provided always that the obligations of the Executive Engineer and the contractor shall not be altered by reason of the said dispute or difference being referred to the MD or the Law Court during the progress of the works.

60. PRICE ADJUSTMENT:- Star rates (only cement and steel) applicable for the works contract period less than 12 months.

61. Criminal case will be filed if the tenderer submits any fake document concerning norms or any other matters concerning the tender.
62. All the bidders should invariably follow the Rules laid under following Government Orders
(For more details visit website www.finance.karnataka.gov.in)
- i) G.O.No.FD 908 EXP -12 / 2019 Bangalore Dtd:21.07.2020
 - ii) G.O.No.FD 455 EXP -12 / 2020 Bangalore Dtd:25.08.2020
 - iii) G.O. Circular No.FD 455 EXP -12 / 2020 Bangalore Dtd:10.03.2021
 - iv) G.O. Circular No.FD 455 EXP -12 / 2020 Bangalore Dtd:29.03.2021
 - v) As per G.O. Circular No.FD 54 Exp-12/2022 Bangalore Dtd:29.01.2022 Debarment Committee Constituted, Head Office Order No.PHC/Debarment/Proceedings/10/2022-2023 Dtd:04.05.2022
63. **If a bidder is participating in the bidding process of more than one package work, only one bid will be considered for the award of work for the works notified under Police Gruha 2025 Phase-4 tender notification invited by KSPH&IDCL.**
64. **The bidders who have been awarded any Package work under Police Gruha 2025 Phase-3, will not be considered in the evaluation process for the works notified for Police Gruha 2025 Phase-4 tender notification invited by KSPH&IDCL.**
65. **The bidders who are having 3 & above ongoing works in KSPH&IDCL, the participation of such bidders will not be considered for evaluation process.**
66. **The intended bidder shall visit the site & quote his offer accordingly and for having visited the site, they should upload the photos while submitting the tender.**

SECTION 6:
SCOPE OF WORK AND DESIGN CRITERIA

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1. The Scope of work shall include “Construction of 72 PC Quarters (Where in each PC Quarter (Unit) minimum builtup area of 70.00 Sqmt and Carpet Area of 61.50 Sqmt] excluding Common Area, Staircase and Corridor) at ----- based on Turnkey, Lumpsum, Fixed Price (No Variations) Conventional method of construction (Framed Structure)”

The Brief Scope of work is noted below:

- a. The Work shall include Construction of **72 PC Nos** of 2 BHK units in (G+2) building pattern consisting of 4 units in each floor. The Carpet Area of each unit shall not be less than 61.50 Sqmt, Built up area shall not be less than 70.00 Sqmt. The floor area of each floor shall not be less than 320.60 Sqmt. The construction shall be by adopting conventional framed structure method of construction only, as per the enclosed drawings. The scope shall also include providing & commissioning of water supply & sanitary works such as sump tank with pumps, STP dual piping for drinking & flushing separately, electrical works both internal & external as per the enclosed drawings along with providing bore wells with pumps. The scope shall also include the construction of all developmental works like compound wall, roads, drains & yard lighting as per lay out plan enclosed.
- b. External Water Supply consists of bore wells, sump tanks, including all allied works and associated piping works (as the case may be) & as detailed in Annexure-1 & as per the drawing & specification (section 8 Volume-II).
- c. Providing solar heaters (PC as the case may be) along with associated piping works (as detailed in Annexure-1) & as per the drawing & specification (section 8 Volume-II).
- d. External sanitary works includes manholes with underground drainage (UGD) Works, sewage treatment plant and connecting to Corporation / Municipal sewerage line, along with associated piping works (as the case may be) & as detailed in Annexure-1 & as per the drawing & specification (section 8 Volume-II).
- e. External electrical works including Mono-block pumps, submersible pump sets, Transformers of suitable capacity, electrical HT & LT underground cables, L.T power distribution with metering panel boards, RMU, VCB, ACB all other allied works, DG Set with acoustic, booster pumps etc. along with associated piping works as detailed in Annexure-II & as per the drawing & specification (section 8 Volume-II). The external electrical works includes laying of cables / over head lines from the tapping point adjacent to the project boundary. Anything beyond the project boundary will be paid extra as per actuals.
- f. The Green building works include rain water harvesting systems with percolation pits, Plantation of Trees and associated piping works (as the case may be) as detailed in Annexure-I & as per the drawing & specification (section 8 Volume-II).
- g. Development works include construction of all weather roads, drains and cross drainage Works (as the case may be) as detailed in Annexure-I & Abstract with components and as per the drawing & specification (section 8 Volume-II).
- h. All the external works have to be connected, tested & commissioned for effective & successful functioning of the system as detailed in Annexure-I & Annexure-II & as per the drawing & specification (section 8 Volume-II).
- i. **The work shall be executed as per the Schedule B - Detailed specifications of Items & drawings” uploaded on Karnataka Public Procurement Portal are to be executed invariably.**

The Quoted rate shall be inclusive of 3 years of maintenance of Infrastructural Facilities developed including *all electrical installations, and STP* etc., The Defect Liability Period will be 3 Years (36 months) from the date of completion of work.

- j. The bidder shall obtain no objection certificate / approvals from Police, Local bodies, BESCO, BWSSB, KSF & ES Dept., Pollution Control Board, Airport authority of India (AAI) and as per local body bylaws & any other related departments. The *statutory deposits towards* the same will be reimbursed to the agency on production of paid receipts issued from the competent authorities.
- k. The agency should make necessary arrangements for getting approval from the competent authorities (BWS&SB / KUWS&DB / Municipal authorities / Local bodies / ESCOM) and providing Permanent Water supply and sewerage connections & permanent power supply from ESCOMS to the proposed building / buildings. The expenditure so incurred for the same will be reimbursed to the agency on production of paid receipts issued from the competent authorities. Before handing over the building to the user Dept., the exact location of the water supply and sanitary lines have to be clearly marked on final built-up drawings & layout plan duly counter signed by KSPH & IDCL or unit Officer of user Dept. The agency should make arrangements for shifting of utilities like water supply lines / sanitary lines / electrical lines.
- l. For shifting of electrical lines (i) HT/LT line has to be carried out by the agency in concurrence with the concerned ESCOM. The expenditure incurred for shifting of HT line will be reimbursed as per the estimate sanctioned by competent authority ESCOM. The necessity of shifting of HT/LT lines should be justified and to the extent possible proposed building may be adjusted for construction without disturbing existing HT/LT lines. (ii) However the LT line has to be shifted at the cost of the agency.

For all the works please refer relevant drawings & while execution the designs & drawings should be got approved from the competent authority of KSPH & IDCL.

All the design criteria shall be as per relevant BIS, MORT&H, NBC, IRC, IE Rules and other Relevant Standards and prevailing bye laws and the same shall be got approved from the employer.

The work includes all safety aspects and any other works required for the construction and completion of the works in all respects as per NBCC norms & local bylaws and to the satisfaction of the employer.

NOTE: i) If there is any addition / reduction / change of location in the scope of work, the amount to be paid / to be deducted will be decided based on prorata basis.

ii) The work to be executed as per technical bid, technical specifications, Schedule – B, drawings & as per directions of engineer incharge of work.

iii) For detailed scope of work refer SECTION-6 & Schedule-B, Annexure- I (Civil), Annexure-II (Electrical), drawings, Abstract & Abstract with components.

1.1 General

The KSPH & IDCL intends to construct “-----”

The turn key, lump sum, fixed price, no variation tender shall be inclusive of cost of topographic survey, subsoil investigation and any other ancillary works and cost of all labours, materials, casting yard, tools and plants and machinery required for completing the various components; construction of police quarters including external infrastructure works, providing, installing, commissioning and testing of mechanical, electrical, lift, fire fighting works, carpentry works, plumbing works, overhead water tanks, road & CD works, water proofing works, UPVC, facade works, etc. The works shall include all civil, water supply & sanitary, lift, fire fighting, electrical, mechanical, all safety aspects and any other works required for the construction and completion of the works in all respects and to the satisfaction of the employer. The quoted rate shall be inclusive of all taxes, GST [duties and Levies, municipal taxes, local taxes, Octroi, EPF / ESI Contribution, all royalties, patent rights, other Incidental charges, labour cess / construction workers welfare cess (CWWC), any other statutory charges / levies, taxes] wherever applicable including GST and shall be paid by the contractor. No claim whatsoever in this regard shall be entertained by the employer. The quoted rate shall be inclusive of maintenance of the buildings during defect liability period.

1.2 Site

The sites are located in ____ Locations in -----Districts. [REFER ANNEXURE-1]

1.3 Works to be carried out

1.3.1 The works to be carried out under this turnkey, lump sum, fixed price, No variation contract shall include

- a. Preliminary works like setting out, establishing and maintenance of permanent benchmarks, reference points and centre lines of the buildings and all other Items of the work.
- b. Clearing of site before commencement of work. This includes tree cutting, any other hurdles etc.
- c. Topographical survey and setting out of works.
- d. **Geotechnical Investigations and taking Trial Bores:**
 - i. The tenderer shall carry out geotechnical investigation to assess the soil condition at site required for designing of foundation of buildings; external infrastructure works underground drainage (UGD) Works; and other allied works, etc as detailed in **Annexure-1**.
 - ii. The tenderer shall carry out the geotechnical investigation in conformity to the prevailing norms and Codal provisions.
- e. The tenderer's offer is deemed to have been made considering the actual ground conditions at site and he shall not be eligible for any claim whatsoever.
- f. The tenderer shall make his own assessment and his lump sum offer is for the whole Item of the work (All the Items described in this tender document and drawings) and for any variations observed at site in respect of levels and soil particulars, etc.
- g. Removal and relocation of existing service lines in the project area, if any, to the location approved by the employer.
- h. Temporary earth retaining structures, barricading, fencing, dewatering and all temporary structures wherever required during construction.
- i. Development of final layout and services shall be as per the tentative line drawings and specifications enclosed. It shall include providing external water supply, sanitary and underground drainage system; providing, Installing, commissioning and testing of electrical works; providing and constructing of **rain water harvesting system**, plantation of fruit bearing trees as detailed in Annexure-1 and shall be constructed in accordance with BIS, NBC and other related standards and specifications as per Annexure - 1. It is the responsibility of the contractor to obtain all statutory NOCs at his own risk and cost. The minimum requirements for the external development Works are
 - i. **Layout Formation**
 - The contractor shall execute the layout as per the enclosed line drawing, layout plan. It shall involve in setting out, establishment of centre lines of layout and benchmarks as per the approved drawing as per 2.2.
 - Jungle clearance with cutting of trees with roots, leveling, lowering the site as per approved plan and levels.
 - ii. **Electrification Works**

The contractor shall execute the works as per the electrical layout plan and specifications. The work shall involve in providing, installing, commissioning and testing of

 - Adequate No of ----- KVA transformers as per BESCO norms (for details refer Annexure-II).
 - iii. **Water Supply, Sanitary and UGD Works**

The contractor shall execute the works as per the layout plan and specifications. It is also inclusive of providing and commissioning of external water supply & sanitary works as detailed in Annexure-1, specifications & drawings.

Construction of Residential Quarters:

It involves in construction of PC Qtrs. as per the enclosed floor plan including building construction & infrastructure works, etc. in accordance with BIS, NBC and other relevant standards and codes.

- iii. The work of construction of police Qtrs. to be carried out under this contract shall include the following.

Particulars	Roof Water Tank	Solar Heating	U-G SUMP
For each 12 PC Block	4 nos. of 1500 litres	2 nos. of 1000 litres	15000 litres

- Construction of ----- **Nos of PC** Qtrs. and as per the enclosed plan and section.
- Providing external wall / partition wall as per the enclosed plan.
- Providing water proofing treatment at suitable level using approved specifications waterproof chemical / compound for terrace, bathrooms and toilets.
- Providing internal electrification as per the specifications given in the tender document.
- Providing internal plumbing works as per the specifications given in the tender document.

General specifications of minimum requirements for Items of building works shall be as follows.

- **Type of Structure – Conventional RCC framed structure as per contractors own design & drawings accepted by KSPH & IDCL.**
 - ❖ **Contractor has to meet the IGBC requirements for IGBC minimum silver ratings for the buildings identified by KSPH & IDCL**
- **External Walls / Partition Walls (wall thickness 230 / 200 mm)** – walls shall be with burnt brick masonry/ solid blocks / RCC Wall / precast wall / **Laterite** and as per the specifications.
- **Plastering** – Plastering shall be 18mm thick in CM 1:5 or 1:6 for external plastering, for internal plastering 12mm thick in CM 1:4 for wall with lime rendering, 6mm thick in CM 1:4 for ceiling with lime rendering and as per the specifications.
- **Terrace Finish** – Brick bat coba with water proofing treatment using two coats of acrylic co-polymer electrometric ISO proof sealer & protector.
- **Doors and Windows – Mathi / Nandi / Honne / Sal wood door frame** of section 125mm x 65mm, 35mm thick Flush door shutter with fixtures/hardware as per drawing [For main door and inside doors]. **GRP/PVC** door shutters 32mm thick with fixtures/hardware as per drawings shall be provided for bath and toilet. UPVC 2.5 track sliding windows as per specification.
- **Flooring** – The Flooring for different areas shall be as follows and as per the enclosed detailed specification.
 - For Living, bed room , kitchen - Vitrified tiles of 600x600mm
 - Utility, bath and W/C – coloured ceramic tiles.
 - Staircase, common passage : - Grey Granite
 - Hand rails for stair case and balcony; **MS handrail as per design drawing for PC block.**
- **Dadoing** – Dadoing shall be of glazed tiles and as per the specifications for a height of 2.1 m in toilet & bath room and 1.2 m above platform in the kitchen as indicated in the std. drawings.

- **Skirting** – 100 mm ht skirting shall be of vitrified and as per the specification for living, bed room, kitchen, passages near kitchen.
- **Painting – External painting** shall be with 2 coats of exterior emulsion (Anti-fungal) paint over 1 coat of primer, texture paint as indicated in elevations and as per the specifications. **Internal painting** shall be with 2 coats of plastic emulsion over 1 coat of primer for walls and ceiling and as per the enclosed detailed specifications. **Wood & steel works** shall be painted with 2 coats of enamel painting over a primer coat and as per the enclosed detailed specifications.
- **Electrical Points** – The nos. of electrical points shall be of as follows and as per the enclosed detailed specifications for **each PC Qtrs.**
- **Sanitary Fittings** – The sanitary fittings shall be of **approved make** as per the minimum requirement per housing unit given below and as per the specifications & drawings.

For Each PC Quarter

- Orissa type water closet with PVC 10 Litres capacity Automatic Flushing Cistern – 1 No.
- European pedestal type water closet with Health Faucet, PVC 10 Litres Capacity with automatic flushing Cistern– 1 No.
- Kitchen sink of stainless steel– 1 No.
- Wash basin with bottle trap But without pedestal for PC - 01 & SI Qtrs – 2 Nos.
- Wash basin with bottle trap But with pedestal – 1 No.
- Kitchen platform of 40 mm thick granite slab over modular counter storage
- Modular Kitchen Cabinet
- Wardrobe / cupboard for bedrooms
- C. P. Shower with wall mixer – 1 Nos
- Mirror – 2 Nos
- Towel rail 600 mm length –2 Nos
- Health faucet – 1 No.
- **Water Supply Fittings** – The water supply fittings shall be of **approved make (Jaguar, Hindware, Parryware, Cera or equivalent)** and as per the minimum requirement per housing unit given below and as per the specifications & drawings.

For Each PC Quarter

- Bathroom tap- Long body – 4 Nos.
- Wash basin tap – Long body for PC-02 & SI Qtrs-3 Nos.
- Kitchen –Long body—1 No.
- Tap (for Utility) – Long body— 2 Nos.
- Floor Trap - 5 Nos
- Supply to sump tank and Pump line to over head water tank including Pump – 2.5” to 3” CPVC Pipe for each block.
- Supply to individual housing unit from over head water tank and internal water supply arrangement – CPVC Pipe of 65 mm to 20 mm & as per requirement.
- Aluminium ladder (for sump) -- 1 Nos



List of Fixtures

Main Door Fixtures- (for each)

Door Lock both ways – 1 no. (Make: Godrej / Europa)

10” tower bolt 2 nos. (stainless steel)

10” Aldrop 1 no. (stainless steel)

Door stopper / magnetic catch – 1 no. (for each door)

- 8" Handle – 1no. (stainless steel)
- 8" Handle – 1no. (stainless steel)
- 5" Hinges – 4 nos. (stainless steel)

Inside Door (except bath and toilet) Fixtures for each-

- 10" tower bolt 2 nos. (powder coated aluminium)
- 8" Aldrop 1 no. (powder coated aluminium)
- PVC Door stopper
- 6" Handle – 2nos. (powder coated aluminium)
- 4" Hinges – 4 nos. (powder coated aluminium)
- PVC Door stopper – 1 No

For bath rooms & toilet- (for each)

- 6" tower bolt 2 nos. (powder coated aluminium)
- 6" Handle – 2 nos. (Powder coated aluminium)
- 4" Hinges – 4 nos. (powder coated aluminium)
- 8" Aldrop 1 no. (powder coated aluminium)

Rain Water Harvesting—Provide rain water harvesting system as per the specifications and Annexure -1

Modular Kitchen Cabinet - Providing and fixing under counter modular storage as per approved specification and design comprising of kitchen carcass made of 19mm water proof ply board with both sides 1mm thick laminated and four side edge band (Rehau), mini fix and dowels of ebco and fixtures from hettich of good quality, The overall dimensions of the carcass--height 720mm, depth 550mm & width 3700mm, with shelf partition at the center as shown in drawing A601. Shutter and shelf partition made of 19mm water proof ply board with both sides 1mm thick laminated and four sides edge band (REHAU) DF membrane finish (Foils imported), SS304 grade baskets-- cutlery basket-450 (L) x 550 (depth) x 180mm (height), Cup & Saucer--450x550x180mm, thali basket--450 x550x180mm, 100mm Imported PVC skirting, Stainless sink of approved make, 19mm thick Telephone Jet black Granite top with 40mm thick edge nosing, etc complete. The over head storage of depth 300mm, height 600mm and lenth of 2750mm with one shelf in between made out of 19mm thick water proof ply board with both sides 1mm thick laminated with four side edge band (Rehau), as shown in the drawing A601, as per design, drawing and directions of Engineer in charge of the work. (Kitchen Sink: Make – Franke / Futura / Carysil / Kohler / Nirali / equivalent)

Wardbrobes / Cupboards for Bedroom – 2 nos of size 1.5 x 2.1 mt

Manufacturing, supplying and fixing ward robe of size 1.50x 2.10x 0.60m deep. openable 3 Nos of shutters, shelves and side panels are made using 18mm thick commercial ply with 2mm thick PVC edge banding with 0.7mm laminate of approved colour, shade and quality for inside surface and 1mm thick laminate of approved colour, shade and quality for outside surface. Back side panel made out of 8mm thick commercial ply with 0.7mm laminate of approved colour, shade and quality for inside surface, lockable drawers with telescopic sliding channels, cupboard drapery hangers with end brackets including cost of brass fittings, parliamentary hinges, C handles, tower bolts, magnetic catches, approved brand lock, adhesives, synthetic resins, nails, screws etc., complete including cost of all materials, labour charges, complete as per detailed specification, approved drawing and directions of Engineer in charge of the work.

Imported PVC skirting, stainless sink of approved make, 19mm thick telephone Jet black granite top with 40mm thick edge nosing, etc complete as per design and drawing and directions of engineer in charge (Kitchen Sink : Make – Franke / Futura / Carysil / Kohler)

1.3.2 Project Maintenance and Services

The scope of work is inclusive of defect liability period of **3 Years (36 months)** of the buildings and external development works. The of defect liability period commences from the date of issuing of completion certificate issued by Executive Engineer considered.

The employer reserves the right to award the whole or any part of the contract / work.

The lowest amount quoted for the package (Total of all locations in the package of financial bid) as a whole will be considered for determining the lowest bidder as detailed in evaluation criteria I.T.T-25.

1.4 Construction Schedule

The construction schedule and the methodology of construction shall be so planned that the entire work can be completed in minimum possible time and the same must be got approved from the employer before the commencement of works.

1.5 Site Office

The contractor shall provide and maintain furnished site office, computers for the supervisory staff of the employer and his approved representative.

It shall have minimum 40 Sqm of floor area and shall include all Items like electric supply, electrical Items, telephones, lights, fans and complete wiring, drinking water supply and hygienic toilet facilities completed.

1.6 Field Laboratory

The contractor shall provide and maintain adequately equipped field laboratory as required for site control on the quality of material and the works as defined in Cl.7.9.4 of general specifications of bid document. It shall have a minimum of 40 Sqm area. The field laboratory shall be located as directed by the employer or his approved representative. It shall be provided with amenities like water supply, electric supply, etc.

The laboratory will have all services, furniture, equipments, etc. minimum of the following Items shall be provided in the field laboratory. Any additional Items as required for testing / evaluation in line with the standard procedures and Codal provisions shall also be provided.

1.6.1 General

- | | |
|--|-------------|
| i. Oven – electricity operated, thermostatically controlled, range upto 200°C, sensitivity 1°C | 1 No. |
| ii. Plat form balance 300 kg capacity | 1 No. |
| iii. Balance 20 kg capacity – self indicating type | 1 No. |
| iv. Electronic balance 5kg capacity – accuracy 0.5 gm | 1 No. |
| v. Water bath – electrically operated and thermostatically controlled with adjustable shelves, sensitivity 10°C | 1 No. |
| vi. Thermometers | 4 Nos. each |
| a. Mercury – in – glass thermometer ranges 0 to 250°C | |
| b. Mercury – in – steel thermometer with 30 cm Stem, ranges up to 300°C | |
| vii. Glass wares, spatulas, wire gauzes, steel scales, measuring tape, casseroles, pans, enameled trays of assorted sizes, pestle Mortar porcelain dishes, gunny bags, plastic bags, chemicals, digging tools like Pickaxes, shovels, etc. As required | |
| viii. Set of IS sieves with lid and pans 450mm diameter with Sizes of 63 mm, 53mm, 37.5mm 26.5mm, 13.2mm, 9.5mm 6.7mm and 4.75mm | 1 Set |
| 200 mm diameter of sizes 2.36 mm, 2mm, 1.18 mm, 600 micron, 425 micron, 300 micron, 150 micron and 75 micron | 1 Set |
| ix. Water testing Kit for pH, SO ₃ and Cl | 1 Set |
| x. First Aid Box | 1 Set |

1.6.2 For Soils and Aggregates

- | | |
|--|-------|
| i. Rifle Box | 1 No. |
| ii. Atterberg's Limits (liquid and plastic limits) determination apparatus | 1 Set |

iii. Compaction test equipment both 2.5 kg and 4.5 kg rammers (Light and Heavy compact efforts)	1 Set
iv. Dry bulk density test apparatus (sand pouring cylinder, tray, can, etc.) complete	1 Set
v. Speedy moisture meter complete with chemicals	1 Set
vi. Posthole auger with extensions	1 Set
vii. Core cutter apparatus complete with dolly, rammer, etc.	1 Set
viii. Flakiness and elongation Test Gauges	1 Set
ix. Standard measures of 30, 15 and 3 litres capacity along with standard tamping rod	1 Set
1.6.3 For Cement and Cement Concrete	
i. Slump test apparatus	1 Set
ii. Compression and flexural strength testing machine of 200T capacity with additional diameter for flexural testing	1 Set
iii. Cube moulds for concrete tests	40 Nos.
iv. Surface moisture and density meter for soil, aggregate and concrete	1 No.

1.7 Casting Yard

The contractor shall make his own arrangements for the construction and maintenance of casting yard, if any, required for the work. The quoted rate shall be deemed to be inclusive of the element of cost towards the above.

2.0 Design Criteria :

2.1 General and Approach to Work Site

The General site particulars are shown in concerned drawings. The site specific structural drawings are to be prepared and submitted within 15 days from the submission of final master plan.

2.2 Benchmarks and Setting out of Works

The standard benchmark and its reduced level with reference to which the work shall be carried out is the GTS benchmark available nearest to the site. The employer does not take the responsibility about the correctness of the Levels indicated in the drawings. The contractor has to establish at least two permanent benchmarks in the site of works with reduced levels clearly marked on them. The contractor shall be solely responsible for the accuracy of the benchmark levels and for maintaining the same throughout the contract period.

The works shall be set out in accordance with the drawings accepted by the employer.

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the positions, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labours in connection therewith. The contractor shall give at least 24 hours notice to the employer of his intention to set out or give levels.

If at any time during the progress of the work, any error appears or arises in the positions, levels, dimensions and alignments of any part of the work, the contractor shall at his own expenses and risk, rectify such errors to the satisfaction of the employer.

The checking of any setting out of any line or level by the employer or his approved representative shall not relieve in any way the contractor of his responsibility for the correctness thereof and he shall carefully protect and preserve all the benchmarks, site rails, pegs and other things used in setting out of works.

All duties concerning establishment of a set of benchmarks, permanent Theodolite stations, centre line pillars, etc. for performing all the functions necessary at the commencement and during the progress of work till the physical completion of all the items of the work in question, shall be carried out by the contractor at his own risk and cost.

The centre line of the layout, buildings, roads and the foundations shall be established by total station equipment and the centre line marks shall be engraved on smoothly finished masonry or concrete pillars of such dimensions and constructed at such intervals and places as may be directed by the employer or his approved representative and shall be maintained in proper manner throughout the period of construction. The contractor shall submit a final layout plan of the site within 15 (fifteen) days from the date of signing of agreement. He shall also keep proper record of such permanent benchmarks established denoting therein their correct levels. The final layout plan shall be prepared in accordance with the prevailing by laws.

The work of establishment of all such benchmarks shall be carried out by only experienced and skilled staff of the contractor with the help of precise instruments suitable for this type of work. The instruments used shall be checked for their accuracy and for permanent adjustments before the commencement of the work and also at frequent intervals during the progress of the work.

All such benchmarks established by the contractor shall be subjected to check and approval of the employer or his approved representatives. If any variations noticed in the work as result of improper establishment or maintenance of such benchmarks, it shall be rectified at the contractor's own risk and expense.

2.3 Geotechnical Investigation

The contractor shall carry out geotechnical investigation to assess the soil condition at site required for designing of foundation of buildings; road works; sump tank; culverts; cross drainage works; underground drainage (UGD) works; and other works, etc. at his own cost. The contractor's offer is deemed to have been made considering the actual ground conditions at site underground / over ground and he shall not be eligible for any claim whatsoever. The contractor shall carry out the geotechnical Investigation in conformity to the prevailing norms and Codal provisions.

2.4 Design data

Analysis shall be carried out by means of proven software and shall be analyzed in three dimensional models. The design shall be carried out for limit State of serviceability, collapse including following loads and load combinations as per IS: 875 – 1987 and IS: 1893 – 2002 respectively.

2.4.1 Loads

The following loads shall be considered for the designing of the structure.

❖ Dead Load

The dead load shall be considered according to IS: 875 (Part I) – 1987 and according to the densities of the Possible materials to be used.

❖ Live Load

The live loads shall be considered according to IS: 875 (Part II) – 1987 [Code of practice for design loads (other than earthquake) for buildings and structures].

❖ Wind Load

The wind load shall be as per IS: 875 – Part III. The basic wind speed at Bangalore is 33m / sec and this shall be considered for calculating the wind Load.

❖ Earthquake Load

The earthquake Load shall be as per IS: 1893 – 2002 relevant earthquake parameters as per respective zones to be considered. It will be pre-requisite to adopt this criterion for buildings with height more than 15m.

2.4.2 Load Combinations

The following load combinations shall be considered with their respective load factors as per the Codes for RCC design.

1. DL + LL
2. 1.5 (DL + LL)
3. 1.5 (DL + EQX)
4. 1.5 (DL – EQX)

5. $1.5 (DL + EQZ)$
6. $1.5 (DL - EQZ)$
7. $1.5 (DL + WLX)$
8. $1.5 (DL + WLZ)$
9. $0.9DL + 1.5EQX$
10. $0.9DL - 1.5EQX$
11. $0.9DL + 1.5EQZ$
12. $0.9DL - 1.5EQZ$
13. $0.9DL + 1.5WLX$
14. $0.9DL + 1.5WLZ$
15. $1.2 (DL + LL + EQX)$
16. $1.2 (DL + LL - EQX)$
17. $1.2 (DL + LL + EQZ)$
18. $1.2 (DL + LL - EQZ)$
19. $1.2 (DL + LL + WLX)$
20. $1.2 (DL + LL + WLZ)$
21. $1.5 (DL - WLZ)$
22. $0.9DL - 1.5WLZ$
23. $1.2(DL + LL - WLZ)$

Where

DL – Dead Load

LL – Live Load

EQ – Earthquake load

WL – Wind load

The following load combinations shall be considered with their respective load factors as per the Codes for steel design

1.0 (DL + LL)

1. $1.0 (DL \pm EQX)$
2. $1.0 (DL \pm EQZ)$
3. $1.0 (DL + LL \pm EQX)$
4. $1.0 (DL + LL \pm EQZ)$
5. $1.0 (DL \pm WL)$
6. $1.0 (DL + LL \pm WL)$

2.4.3 Strength of Materials

The reinforcement steel used shall be high yield strength deformed / TMT bars of grade Fe –550D, indicated with a prefix of 'Y' with bar diameter.

The structural steel for the building shall comply with FY–250 grade steel except for the cold rolled section.

Steel shall be Procured from the primary steel producers like **TISCO / SAIL / JSW / RINL** (or as per IS 1786:2008 grade Fe550D steel manufactured by the primary plants from Iron ore) using the iron ore as the basic raw material and having in house iron making facilities followed by production of liquid steel and crude steel with in-house rolling, adopting BF_BOF route or DRI-EAF technology as per ministry of steel guidelines. No re-rolled material / secondary steel will be accepted or allowed for any structural works.

2.4.4 Grade of Concrete

The minimum grade of concrete for various structures shall be as follows.

- Foundations – As per approved designs
- Lintel, chejjas, beams and slabs – As per approved designs
- Columns – As per approved designs
- Water retaining structures - As per approved designs

The minimum thickness of any structural element shall be considered as per Fig.1 of IS:456 – 2000 for minimum 2 hrs fire resistance.

for Coastal Areas - As per approved designs

2.4.6 Method of Design

All the structural elements in the buildings shall be designed in "LIMIT STATE METHOD" as per Indian standards for RCC members and "elastic method" for structural steel members.

2.4.7 Material safety factors

The partial factors of safety shall be as follows.

Concrete – 1.5

Reinforcement steel – 1.15

2.4.8 Serviceability checks for RCC buildings

The serviceability checks for Vertical deflections for RCC buildings shall be as follow

Total load deflections – Span / 250

Live load deflection – Span / 350

2.5 Documentation, Instrumentation, etc.

- a. All drawings shall be made in latest version of AutoCAD and the soft copies on CDs and eight hard copies of prints of all approved drawings and "As Built" drawings shall be supplied by the contractor to the employer at free of cost as per the agreed programme.
- b. CDs and eight hard copies of all approved design calculations shall be submitted by the contractor to the employer at free of cost as per agreed programme.
- c. Five video film cassettes of 180 minutes duration each of the layout and building covering the different phases of construction from start to finish shall be supplied by the contractor to the employer at free of cost.
- d. Three copies of "maintenance manual" describing access arrangements, Important obligatory precautions from the point of view of structural safety and procedure for minor and major repairs of each component of the buildings and layout, renewals of finishes and treatments periodically shall be supplied by the contractor to the employer at free of cost.
- e. Three copies of "quality assurance manual" covering designs and drawings, mix designs, materials, testing, soil and rock properties, statistical quality control, etc. shall be prepared by the contractor and submitted to the employer at free of cost well before starting the work.
- f. Three copies of "construction manual" covering various aspects of construction methods, difficulties faced and how they are overcome during execution, etc. shall be supplied by the contractor to the employer at free of cost at the time of finalization of work.
- g. The contractor shall install fixtures and fastenings provided by the employer for housing any Instrumentation that may be useful for the employer at contractor's cost.
- h. Fixing arrangement for Internal and external lighting shall be approved by the employer and executed by the contractor.

2.6 Programme of submission and acceptance of both architectural & structural designs and drawings

The programme for submission of designs and drawings shall be as listed out below.

Details	Time from Award of Work
Award of work	0
Submission of topographical survey drawing along with the soil investigation report	15 days
Construction methodology, time schedule along with design basis report to suit the site conditions.	30 days
Design and construction drawings of building structure.	
Design and construction drawing of balance Items of work	
Submission of As Built Drawings	4 weeks after completion work

The design shall be submitted in sufficient details and as lucidly as possible so that to enable quick proof checking by the employer or his approved representative. All the design calculations along with corresponding construction drawings marked as "Good for construction" will be submitted. The corrected designs if any are to be submitted as record designs within 15 days of approval of the drawings. If the record designs & drawings are not submitted within this time frame then a penalty at the rate of **Rs. 2000/-** per day shall be charged for every day of delay in submission of the record designs. The corrected designs and drawings if any would be cleared within 1 week of submission subject to compliance of all points. Any other component, which requires redesigning on account of exigencies of the site like redesigning the foundations for utilities, etc during the duration of the works, shall be approved as expeditiously as possible. Such designs shall be submitted within 10 days of taking a decision to redesign the component. Analysis and design shall be done using computer with recognized software. The contractor shall submit with design, the detailed description of method of analysis with explanatory notes and submit sample manual calculations for adequate number of typical cases. The computer programme as submitted will be further tested by comparison with solutions of worked examples. Drawings and designs shall be in metric units. Calculations shall be neat and clear, preferably typed and printed and supplemented by full explanatory notes and sketches wherever required. All construction drawings of Initial Submissions and final approval shall be in AutoCAD only.

If during the scrutiny of detailed design calculations and working drawings, any changes therein which are found necessary in the opinion of the employer, the same shall be incorporated without altering the turn key lump sum quotations. It is entirely the responsibility of the contractor to submit properly prepared and completed designs in time.

The contractor shall submit 2 sets of advance copies of the drawings and design calculations to the employer or his approved representative with a forwarding letter to the employer. Once the design and drawings have been finalized by the employer, the contractor shall forward eight sets of drawings incorporating corrections, if any, for the final approval.

After completion of each stage of work, 3 sets of record plans and one set of final design calculations based on the work as actually executed on site shall be supplied by the contractor in bound volumes to the employer.

Approval / Acceptance to drawings, designs and design calculations by the employer shall not in any way relieve the contractor of his responsibility for the correctness, soundness and structural stability and Safety of the structure.

The accepted drawings and the design calculations of the structure shall be the property of the employer.

The contractor's designer or consultant shall compulsorily attend all the review meetings conducted by the employer from time to time without any extra cost and shall also remain present as and when required during the checking of designs for clarifications, if required.

As built drawings shall be submitted within 4 weeks from the date of completion of works. Penalty of **Rs. 20000 /-** shall be levied for every week delay in submission of as built drawings beyond the stipulated deadline subject to maximum of **Rs. 5,00,000/- (Rupees Five Lakhs Only)**. An amount of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** shall be withheld from the contractor's final bill until the as built drawings are submitted.

2.7 Disputes

In case of disputes arising between the contractor and the authority accepting the designs, the matter may be referred to the Managing Director, KSPH & IDCL. The decision of the Managing Director, KSPH & IDCL shall be final and binding on the contractor.

SECTION 7:CONTRACT DATA

Items Marked "N/A" do not apply in this contract.

The following documents are also part of the contract.

Clause Reference

25 of Conditions of Contract.	The methodology and program of construction: 10 days from the date of entering into agreement.
14 of Conditions of Contract	Site investigation reports: As per latest report of contractor.
25 of Conditions of Contract.	The schedule of key and critical equipment to be deployed on the work as per agreed program of construction: Date of entering into agreement.
1.1 Of Conditions Of Contract	The Employer: The Chairman & Managing Director, KSPH & IDCL, Address: KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025. Name of Authorized Representative: Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore – 560 025.
1.1 - do-	The Name and Identification Number of the Contract:
Name of Work : -----	
Tender No. -----	
1.1 – do --	The “ Scope of work and design criteria ” are detailed in Section 6.
1.1 – do --	The Start Date shall be the date of issue of un- encumbrance free site.
17, 26 Of Conditions Of Contract.	The Intended completion date for the whole of the Works: 11 Months from the start date including monsoon with the following milestones.

Mile Stone No.	Description of Works	Milestone in weeks
1	Preliminary survey, soil investigation, soil testing, setting out, cutting of trees, utility shifting	4
	Drilling of BW with submersible pump sets, building earth work for foundation, footings & columns upto plinth level.	16
2	Framed structure above plinth level to 1st floor roof, loft, staircase	20
3	Framed structure from 1st floor (G+1) to terrace floor	25
4	BBM / solid block masonry, lintel, chejja, fixing of door frames, internal water supply, sanitary plumbing & electrical works, internal & external plastering / wall finishing, flooring, Dadoing, skirting	33
5	Balcony railing, painting, grills, fixing of Internal water supply, sanitary, electrical fixtures, solar water heaters & fixing of door shutters, fixing of Monoblock along with associated piping works and fixing of external water supply / sanitary works, sump tanks & sewage treatment plant (As the Case may be)	38
6	Electrical service Lines, transformers of suitable capacity, electrical underground cables / overhead lines, L.T power distribution, ABC cables, energy meters and all other allied works etc. along with associated piping works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings</i>	44
7	Rain water harvesting systems with percolation pits and plantation of trees and associated piping works and completion of all finishing works of both internal & external works. testing & commissioning of both internal & external water supply, sanitary and electrical works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings</i>	47

1.1 of Conditions of Contract

The site is located in ----- Districts , as detailed in Annexure- I of the bid document.

31 of Conditions Of Contract

The defects liability period is 36 months from the date of physical completion of the project or on issuance of occupancy certificate from the competent Authority whichever is later.

13 of Conditions of Contract

Insurance requirements are as under:

Sl. No.	Type of Cover	Minimum cover for Insurance for 12 Months
(i)	Works and of plant and materials	The sum stated in the agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal Injury or Death Insurance (a) for Third Party (b) for Contractor's Employees or Labour	Rs. 20.00 Lakh to cover 4 persons @ Rs. 5.00 Lakh each. In accordance with the statutory requirements applicable to Karnataka.

41 of **The liquidated damages for the works are 0.1% per day for the mile stone.**

Conditions of
Contract

If the short fall is made good by the agency within the stipulated contract period, the liquidated damages so withheld will be released at the time of final bill.

41 of The maximum amount of liquidated damages for the whole of the works: **10% of final contract price.**

Conditions of (The percentage to apply to the value of the work not completed representing the employer's additional cost for completing the works shall be 30% or to get the balance work completed by the alternate agency)

48 of Conditions The date by which "As built drawings" (in scale **1:100**) in 3 Sets are required is
Of Contract **within 4 weeks from the date of completion of works.**

48 – do- As built drawings shall be submitted within 4 weeks from the date of completion of Works. Penalty of **Rs. 20000 /-** shall be levied for every week delay in submission of As built drawings beyond the stipulated deadline subject to maximum of **Rs.5,00,000/- (Rupees Five Lakhs Only)**. An amount of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** shall be withheld from the contractor's final bill until the as built drawings are submitted

49.2 – do- The following events shall also be fundamental breach of the contract:
1. The contractor has contravened Clauses 49 of CC.

50.1 – do- The percentage to apply to the value of the work not completed representing the employer's additional cost for completing the works shall be **30%.**

Mile Stone No.	Description of Works	Milestone in weeks	Cumulative percentage of total value of work (in %)
1	Preliminary survey, soil investigation, soil testing, setting out, cutting of trees, utility shifting	4	20
	Drilling of BW with submersible pump sets, building earth work for foundation, footings & columns upto plinth level.	16	
2	Framed structure above plinth level to 1st floor roof, loft, staircase	20	30
3	Framed structure from 1st floor (G+1) to terrace floor	25	35
4	BBM / solid block masonry, lintel, chejja, fixing of door frames, internal water supply, sanitary plumbing & electrical works, internal & external plastering / wall finishing, flooring, Dadoing, skirting	33	60
5	Balcony railing, painting, grills, fixing of Internal water supply, sanitary, electrical fixtures, solar water heaters & fixing of door shutters, fixing of Monoblock along with associated piping works and fixing of external water supply / sanitary works, sump tanks & sewage treatment plant (As the Case may be)	38	75
6	Electrical service lines, transformers of suitable capacity, electrical underground cables / overhead lines, L.T power distribution, ABC cables, energy meters and all other allied works etc. along with associated piping works, <i>Development works like Road, Drain, Compound wall / Retaining wall, + Sheet roofing to buildings</i>	44	87.50
7	Rain water harvesting systems with percolation pits and plantation of trees and associated piping works and completion of all finishing works of both Internal & external works. testing & commissioning of both Internal & external water supply, sanitary and electrical works, <i>Development works like Road, Drain, Compound wall / Retaining wall, Sheet roofing to buildings</i>	47	100

SECTION 8: SPECIFICATIONS

**Brief specifications of Items
(For Detailed technical specifications Refer Section – 8 Volume-II)
SCHEDULE – B**

SECTION 9: LINE OR TENTATIVE DRAWINGS

Tentative Drawings are attached separately.

SECTION 10: Volume III. FORM OF FINANCIAL BID

Volume III. FORM OF FINANCIAL BID is uploaded. *This format is for reference only. The Lumpsum price quoted in the Karnataka Public Procurement will be considered for evaluation.*

SECTION 11: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

Executive Engineer (Contracts),
KSPH & IDCL, No. 59,
Richmond Road,
Bangalore – 560 025.

WHEREAS M/s _____ (hereinafter called "the contractor") has undertaken, in pursuance of Contract tender notification No. _____ to execute "-----" *[name of contract and brief description of works]* (Hereinafter called "the contract");

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the contractor such a bank guarantee.

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor, upto a total of Rs. _____ for construction work and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the defects liability period.

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

An amount shall be inserted by the guarantor, representing the percentage of the contract price specified in the contract.

Form C

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

The Managing Director, KSPH & IDCL, [Name of Employer]
KSPH & IDCL, No. 59, [Address of Employer]
Richmond Road,
Bangalore – 560 025.

WHEREAS _____ [Name and address of tenderer] (hereinafter called "the Tenderer") has undertaken, in pursuance of Tender No. _____ dated _____ to submit execute "-----" [name of Tender and Brief Description of Works] (hereinafter called "the tender");

AND WHEREAS it has been stipulated by you in the said tender that the tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as earnest money deposit (EMD) for compliance with his obligations in accordance with the tender.

AND WHEREAS we have agreed to give the tenderer such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the tenderer, upto a total of Rs. _____ [Amount of Guarantee]⁶ Rupees _____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee]⁷ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the tender or of the works to be performed there under or of any of the contract documents which may be made between you and the tenderer shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 45 days from the date of expiry of the tender validity period.

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

⁶ An amount shall be inserted by the guarantor, representing the percentage of the tender price specified in the tender.

⁷ An amount shall be inserted by the guarantor, representing the percentage of the tender price specified in the tender.

Annexure- A

Statement of Undertaking Regarding Corporate Debt Restructuring (CDR) during the past five years (In Page No.5 Clause 7 a) of Section-1 of IFT & in Page No.11 Clause 3.2 a) of Section-2 of ITT of Volume-I Bid Document)

Dated:

The Manager Director,
Karnataka State Police Housing & Infrastructure Development Corporation Ltd.,
No 59, Richmond Road,
Bangalore 560025

Sub: Tender for the work of “.....”

Dear Sir,

We hereby confirm that I / any members in the company (constitution of which has been described in the company registration) have not undergone CDR during the last five years preceding the tender application due date.

We also confirm that we / any member in the company is not undertaking CDR as on application due date.

Thanking you,

..... Signature, name and designation of Authorized Signatory For and on behalf of (Name of the Applicant)	 Name of the statutory auditor's firm: Seal of the audit firm: (Signature, name and designation and membership No. of authorized signatory)
---	---

Note: This undertaking is to be signed by the applicant and is to be countersigned by the statutory auditor of the applicants company.

Calendar of Events

a)	TENDERREFERENCE	No.....
b)	TRAINING & CLARIFICATIONS ON ONLINE E TENDERING TO INTENDING BIDDERS	KARNATAKA PUBLIC PROCUREMENT PORTAL UREMENT PORTAL (Govt. Of Karnataka) 4th Floor, Sri Arvinda Bhavan, Mythic Society Compound, Nrupathunga Road, Bengaluru-560001 New office contact numbers: 080- 22230960, 22234115 Help desk : 91-8046010000 / +91-8022631200 / +91-8068948777 e-mail: support@eprochelpdesk.com Karnataka Public Procurement Portal Helpdesk will be available from 9:00 AM to 6:00 PM on all Government working days
c)	PERIOD OF SALE OF TENDERDOCUMENT	Refer Kamataka Public Procurement Portal
d)	PRE BID MEETING	Refer Kamataka Public Procurement Portal
e)	LAST DATE AND TIME FOR RECEIPT OF TENDERS	Refer Kamataka Public Procurement Portal
f)	TIME AND DATE OF OPENING OF COVER ONE OF TENDERS	Refer Kamataka Public Procurement Portal
g)	TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	Refer Kamataka Public Procurement Portal
h)	PLACE OF OPENING OF COVER ONE OF TENDERS	<i>KSPH & IDCL, # 59, Richmond Road (Gen. K.S.Thimmaiah Road), Bangalore – 25</i>